

Metro Real Estate Scanning Summary Sheet

TITLE	SAUGUS AND VENTURA LINES (LA COUNTY) PURCHASE AND SALE BETWEEN LACTC AND SPTC
CUSTOMER NAME	
THOMAS GUIDE COORDINATES	
ASSESSOR PARCEL NUMBER	
CONTRACT NUMBER	
CATEGORY	RAILROAD ACQUISITION DOCS
EXECUTION DATE	June 13, 1991
NOTES	NON-BILLING - ACTIVE. PURCHASE AND SALE AGRMT INDEX: . . . SIDE LETTER REGARDING RADIO CHANNELS, SAUGUS EXTENSION AND YUMA TERM SHEET . . . EASEMENT AGREEMENT (RAYMER)

CLOSING DATED JUNE 13, 1991
pursuant to
PURCHASE AND SALE AGREEMENT
between
LOS ANGELES COUNTY TRANSPORTATION COMMISSION
and
SOUTHERN PACIFIC TRANSPORTATION COMPANY
with respect to
Saugus and Ventura Lines
(Los Angeles County)
MAJOR DOCUMENTS

INDEX

A. TRANSFER DOCUMENTS

1. Grant Deed with acceptance executed by LACTC and legal descriptions attached as Exhibits A and B for Saugus Line
2. Grant Deed with acceptance executed by LACTC and legal descriptions attached as Exhibits A and B for Ventura Line
3. Map V-45/Sheet S-6a (identifying location of portion of Saugus 40' corridor) not included in recorded Grant Deed
4. Assignment, Assumption and Indemnification Agreement with Exhibit A listing Leases and Other Agreements for Saugus Line
5. Assignment, Assumption and Indemnification Agreement with Exhibit A listing Leases and Other Agreements for Ventura Line

6. Assignment of Warranties and Guaranties for Saugus Line (not included herein)
7. Assignment of Warranties and Guaranties for Ventura Line (not included herein)
8. Certified Rent Roll in favor of LACTC and copies of all notices of default including list of tenant security deposits, prepaid rents, and transferable utility deposits for Saugus Line (not included herein)
9. Certified Rent Roll in favor of LACTC and copies of all notices of default including list of tenant security deposits, prepaid rents, and transferable utility deposits for Ventura Line (not included herein)
10. Notice to all tenants of transfer of ownership for Saugus Line (not included herein)
11. Notice to all tenants of transfer of ownership for Ventura Line (not included herein)
12. Receipt for original documents executed on behalf of LACTC for Saugus Line (not included herein)
13. Receipt for original documents executed on behalf of LACTC for Ventura Line (not included herein)
14. As-built maps initialed to show locations of existing MCI easements for Saugus Line (not included herein)
15. As-built maps initialed to show locations of existing MCI easements for Ventura Line (not included herein)
16. As-built maps initialed to show locations of existing AT&T and U.S. Sprint easements for Saugus Line (not included herein)
17. As-built maps initialed to show locations of existing AT&T and U.S. Sprint easements for Ventura Line (not included herein)
18. As-built maps initialed to show locations of existing Western Union easements for Saugus Line (not included herein)
19. As-built maps initialed to show locations of existing Western Union easements for Ventura Line (not included herein)

B. INSTRUCTION LETTERS

- 20. Recording instructions and wiring instructions to Stewart Title (not included herein)
- 21. Letter to Richard P. Dominguez of LACTC re: Wiring (not included herein)

**C. ORGANIZATIONAL AND AUTHORIZATION DOCUMENTS
SOUTHERN PACIFIC TRANSPORTATION COMPANY**

- 22. Good Standing Certificate of the Secretary of State of Delaware (not included herein)
- 23. Affidavit that Seller is not a foreign person in compliance with IRC § 1445(b)(20) (not included herein)
- 24. Certificate of Secretary authorizing execution of Grant Deed for Saugus Line (not included herein)
- 25. Certificate of Secretary authorizing execution of Grant Deed for Ventura Line (not included herein)

D. OPINIONS

- 26. Opinion of Southern Pacific
- 27. Opinion of Los Angeles County Counsel

E. GENERAL MATTERS

- 28. Seventh Amendment to Purchase and Sale Agreement extending the time to close Ventura County
- 29. Side letter regarding radio channels, Saugus extension and Yuma term sheet
- 30. Agreement regarding Environmental Matters for Saugus Line
- 31. Agreement regarding Environmental Matters for Ventura Line
- 32. Shared Use Agreement (Saugus and Ventura Lines)
- 33. Memorandum of Shared Use Agreement (Saugus and Ventura Lines)

34. Settlement Statements executed by Southern Pacific and/or LACTC including proration or rents, common area maintenance charges and other income from property being transferred for Saugus Line
35. Settlement Statements executed by Southern Pacific and/or LACTC including proration or rents, common area maintenance charges and other income from property being transferred for Ventura Line
36. Letter by LACTC to SP regarding Threat of Condemnation

41236M11

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June 13, 1991

Los Angeles County
 Transportation Commission
 818 West Seventh Street
 Suite 1100
 Los Angeles, California 90017

Re: Saugus/Ventura Closing and Post-Closing Agreements

Gentlemen:

Reference is made to the Purchase and Sale Agreement between us dated October 11, 1990 (the Purchase and Sale Agreement). In connection with the closing thereunder of the Saugus Line and the portion of the Ventura Line in Los Angeles County, we agree as follows, with definitive agreements concerning the following to be completed promptly after said closing:

1. We shall assign to you four radio frequencies within the assigned railroad band (with the specific frequencies to be specified by us); provided that adequate time (but not later than July 31, 1991 as to two frequencies and not later than September 30, 1991 as to the remaining two frequencies) shall be allowed for our discontinuance of use of those frequencies and changeover to alternate frequencies.

2. As soon as possible after approval by your Board of Commissioners, which will be requested at a meeting of the Board on or before July 24, 1991, you will close on the option to purchase the extension of the Saugus Line, as set forth in the letter agreement between us dated December 20, 1990, for a purchase price of \$1,129,802.

3. You and we shall enter into an agreement providing for your temporary use of that portion of our Yuma line lying between El Monte and Bassett, containing the terms contemplated by the attached term sheet.

Very truly yours,

SOUTHERN PACIFIC
 TRANSPORTATION COMPANY

By: [Signature]
 Title: Vice President

Acknowledged and Agreed to:

LOS ANGELES COUNTY
 TRANSPORTATION COMMISSION

By: [Signature]
 Title: DEPUTY EXECUTIVE DIRECTOR
 Date: June 13, 1991

Term Sheet6/13/91Temporary Use of Yuma Main by LACTC**Trackage:**

That portion of SP's line between El Monte and Bassett (mile post 494.4 to mile post 497.2) (the "Facility").

Use by LACTC:

On a temporary basis, and subject to the other terms hereof, LACTC would be permitted to use the Facility solely for the through movement of its commuter trains.

Term:

The term during which LACTC may use the Facility shall commence on November 1, 1992 and shall end on the earliest of (i) October 31, 1993, (ii) completion of the improvements described below under "Covenants of LACTC" or (iii) a date specified by LACTC in a notice terminating and relinquishing its rights under the temporary use agreement.

Maximum Number of Commuter Trains:

LACTC shall not operate more than 14 one-way trips per day on the Facility.

Liability and Indemnification:

LACTC shall bear all liabilities resulting from or relating to its use of the Facility and shall indemnify SP and its shareholders, directors, officers, employees, agents and affiliates to the fullest extent permitted by law for any damages, liabilities, costs, expenses, etc., incurred or suffered by SP or such related persons that result from or relate to LACTC's use of the Facility, including, without limitation, damages and liabilities arising out of any death of or injury or damage to LACTC's passengers or employees or their property or arising

out of any death of or injury or damage to SP's or Amtrak's passengers or employees or any pedestrians or occupants of vehicles or their property whether at crossings or adjacent to the Facility, or otherwise) arising out of any incident involving a train or equipment of LACTC. LACTC's agreement to bear liabilities and to indemnify SP and its related parties shall be without regard to the fault of either party; and, to the fullest extent permitted by law, LACTC shall indemnify SP and such related parties for liabilities resulting from the negligent acts and omissions of SP and its shareholders, directors, officers, employees, agents and affiliates.

Insurance:

LACTC shall, at its sole cost and expense, obtain and maintain throughout the term of its use of the Facility liability insurance satisfactory to SP, naming SP as an additional insured, in the amount of at least \$100 million and with a self insured retention of not more than \$1 million.

Rent:

LACTC shall pay to SP as rent the sum of \$83,333 per month during the term.

If for any reason, whether voluntarily, involuntarily or pursuant to the order of any Court or public authority, LACTC continues to use the Facility after the end of the term specified herein without SP's express written consent, LACTC shall pay to SP the sum of \$250,000 per month or fraction thereof for the first three months of such holding-

over, and if, at the end of such three-month period, LACTC has not yet terminated its use of SP's facilities, LACTC shall pay to SP as rent \$35,000 per day for each day of use thereafter. LACTC expressly agrees that the increased rental rates herein specified for holding-over are fair and reasonable.

Operation, Dispatching and Control:

SP shall have exclusive control over the operation of the Facility and access thereto and shall dispatch all trains entering or using the Facility.

SP Priority:

Trains of SP and Amtrak shall have absolute preference and priority over trains of LACTC at all times and shall not be held or delayed for LACTC's trains at any time, irrespective of whether LACTC's trains or SP's or Amtrak's trains are on time or whether LACTC meets schedules.

Connections to LACTC Lines:

LACTC shall pay all of the costs of any improvements reasonably deemed necessary by SP and LACTC for the safe and efficient connection of LACTC's trackage to the Facility and LACTC's operation thereon, including without limitation any necessary signal system modifications.

Covenants of LACTC:

LACTC shall covenant and agree to commence immediately, diligently prosecute and complete as soon as possible, at its sole cost and expense, the construction of a flyover from the south side of SP's line to the north side of SP's line as contemplated by the easement granted to LACTC, a bridge over the San Gabriel River, other new bridges and

structures, a new track, new signals and all other facilities necessary to eliminate LACTC's use of SP's Facility and interference with SP's operations. All such improvements shall be constructed on LACTC's property.

LACTC acknowledges that the use of SP's facilities as herein described is a special accommodation of limited duration extended by SP to LACTC. LACTC shall agree and covenant that it will relinquish all use of SP's facilities herein described promptly at the expiration of the term granted, and that there shall be no further use or holding-over of the facilities or any part of them by LACTC or any person or agency acting under the authority or on behalf of LACTC. Neither LACTC nor any person or agency acting under the authority of or on behalf of LACTC shall seek to invoke the authority of any Court or governmental agency to compel SP to accommodate LACTC on the Facility on terms other than those contained herein or for any period after the expiration of the limited term granted herein. In the event any person or governmental authority or any public or private agency shall seek to require LACTC to acquire different terms or to make further use of the Facility beyond the expiration of the limited term herein granted, LACTC shall assist and cooperate with SP in opposing such request or requests.

Other Terms:

The definitive agreement shall contain such additional consistent terms and provisions as are acceptable to SP, in its reasonable discretion.

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**AGREEMENT REGARDING ENVIRONMENTAL MATTERS
(Saugus Line -- Los Angeles County)**

THIS AGREEMENT REGARDING ENVIRONMENTAL MATTERS (Saugus Line -- Los Angeles County) (the "Agreement") is dated as of June 13, 1991 and is between Southern Pacific Transportation Company ("Seller") and Los Angeles County Transportation Commission ("Purchaser").

RECITALS

A. On October 11, 1990, Seller and Purchaser entered into the Purchase and Sale Agreement, as subsequently amended, under which Purchaser agreed to purchase from Seller and Seller agreed to sell to Purchaser certain land in Los Angeles, Orange, Ventura and San Bernardino Counties in California. One of these properties is known as the "Saugus Line Property," which is located in Los Angeles County.

B. The parties now desire to enter into this Agreement to set forth their understanding regarding areas of concern which may contain hazardous materials located on the Saugus Line Property in Los Angeles County.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definition. For purposes of this Agreement, "Hazardous Materials" shall mean those substances defined, on the date of this Agreement, as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Responses, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; and those substances defined on the date of this Agreement as "hazardous wastes" in Section 25117 of the California Health & Safety Code, or as "hazardous substances" in Section 25316 of the California Health & Safety Code, and in the regulations effective on the date of this Agreement adopted, published and/or promulgated pursuant to said laws.

2. Identified Problem Areas. (a) Purchaser has notified Seller that it has identified areas of concern which may contain Hazardous Materials (which may or may not exceed legal action levels) at the locations on the Saugus Line Property in

Los Angeles County identified as locations 2 through 60 in the report dated June 11, 1991 prepared for Purchaser by Geofon Environmental, Inc. (the "Report"), which locations are set forth in the Exhibit A attached hereto. LACTC shall continue to review the locations identified in the Report and shall, on or before each six-month anniversary of the date hereof, up to and including the second- year anniversary of the date hereof, deliver to Seller a report (the "Modification Report") which shall identify, for each of the locations listed in the Report:

(i) whether LACTC has reason to believe (which reason may be based upon the existence of Hazardous Materials in, on or under property which is adjacent to the Saugus Line Property) that at or in the vicinity of such location there exist Hazardous Materials located, on the date hereof, in, on or under the Saugus Line Property, which Hazardous Materials exceed legal action levels, or

(ii) whether LACTC has determined that category (i) above does not describe such location, in which event such location shall no longer be subject to this Agreement, or

(iii) whether LACTC is still reviewing such location to determine if it is a location described by category (i) above; provided however, that Purchaser shall complete such review on or before the second anniversary of the date hereof and the last Modification Report delivered on such second anniversary shall identify each location as being described by category (i) above, or as being no longer subject to this Agreement.

(b) In the event that Purchaser fails to categorize any location described in the Report as a category (i) location on or before the second anniversary of the date hereof, such location shall no longer be subject to this Agreement.

3. Remediation.

(a) If, within six years after the date of this Agreement, Purchaser gives Seller written notice of the existence of any Hazardous Materials located, on the date hereof, on the locations described in paragraph 2 hereof that remain subject to the terms of this Agreement, that Purchaser is legally required to remediate (without regard to whether any other party may also be legally required to remediate such Hazardous Materials), Seller shall diligently proceed to remediate such Hazardous Materials to the extent required by any of the statutes identified in paragraph 1 hereof. Promptly after delivering such notice, Purchaser shall prepare and submit to Seller for its approval (which shall not be unreasonably withheld), a proposed remedial action workplan (the "Workplan") for remediating such Hazardous Materials, which shall be based upon the most economical approach that would be approved by the environmental agency having jurisdiction over such site and would allow

Purchaser to use the site in connection with its rail passenger commuter operations, or for any other existing income-producing use, to the extent Purchaser is otherwise ready and able to use such site. Seller shall promptly review such Workplan and shall either approve or disapprove such Workplan within 60 days after receipt thereof. If the Workplan is not approved or disapproved within such 60-day period, the Workplan shall be deemed to have been approved by Seller. The Workplan shall include: (A) an identification of the specific cleanup standard proposed by Seller for each contamination problem identified; (B) an identification of the remediation method to be used; and (C) the proposed timetable for remediating such contamination. If Seller does not approve the Workplan, the parties shall cooperate in revising the Workplan. If the parties cannot agree upon the appropriate revisions within 60 days after disapproval, either party shall submit such matter to arbitration as set forth below.

(b) Within one year after the date that the Workplan is approved, Seller shall complete remediation of the Hazardous Materials identified in the Workplan and any other Hazardous Materials on the sites on the date hereof that are discovered during the course of Seller's remediation, unless such remediation cannot, with due diligence, be completed within such one-year period, in which case Seller shall have a reasonable time to complete the remediation.

(c) Promptly after completing the required remediation, Seller shall submit to Purchaser evidence reasonably satisfactory to Purchaser establishing that the remediation has been completed.

(d) Seller shall pay all costs and expenses of remediating Hazardous Materials as required by this Agreement.

4. License to Enter. Purchaser hereby grants to Seller, its officers, directors, employees, contractors and agents an irrevocable license to enter onto the Saugus Line Property described above, upon reasonable notice to Purchaser and at reasonable times, from time to time as Seller shall deem necessary or appropriate to perform environmental testing and analysis and to take such actions as Seller may deem necessary or appropriate to remediate any Hazardous Materials. This license shall continue in full force and effect until Purchaser has unconditionally released Seller from all further liability or obligations whatsoever relating to Hazardous Materials. Seller shall cause any activities on the sites pursuant to this paragraph 4 to be conducted in such manner as not to unreasonably interfere with any activities of Purchaser on the Property, and shall indemnify Purchaser and hold it harmless from and against, all costs, fees and expenses arising on account of Seller's activities pursuant to this paragraph 4.

5. Arbitration. Any dispute with respect to the Workplan proposed pursuant to paragraph 3, shall be submitted to arbitration pursuant to the rules of the American Arbitration Association as then in effect. Each party shall request that one arbitrator be an independent California licensed civil engineer who is experienced in California real estate and environmental cleanup matters. Each party shall pay one-half of the fees and expenses of the arbitration.

6. Assignment of Rights. Purchaser hereby assigns to Seller: (a) all of Purchaser's present and future rights to recover, or receive contribution, from any and all PRPs (as defined below) the costs, expenses and fees incurred by Seller pursuant to this Agreement, including without limiting the generality of the foregoing, testing, analysis and remediation costs, together with (b) Purchaser's present and future rights to cause any and all of such PRPs to remediate the Hazardous Materials. Purchaser agrees to cooperate fully with Seller in Seller's attempts to cause such PRPs to undertake the remediation actions contemplated hereunder. For purposes of this Agreement, "PRPs" shall mean third parties, including without limitation, tenants or former tenants of the Property or owners of other properties, who may be responsible for the presence or release of the Hazardous Materials described herein.

7. Indemnification. In the event that Seller does not perform its obligations under this Agreement, (a) Seller shall indemnify, defend and hold Purchaser harmless from and against any and all liabilities, reasonable costs, fees and expenses (including reasonable attorneys' fees) relating to the presence of any Hazardous Materials located, on the date hereof, on the locations described in paragraph 2 hereof that remain subject to the terms of this Agreement, that Purchaser is legally required to remediate; and (b) Seller shall reassign to Purchaser the rights assigned to Seller under paragraph 6 hereof, to the extent that Seller has not performed under this Agreement.

8. Debris Removal. Within four months after the date hereof, Seller shall remove debris from the locations identified in the photographs included in Exhibit A attached hereto. Any removal of surface soil staining or other matters requiring special handling, as shown in Exhibit A, shall occur within 12 months after the date hereof. A representative of Purchaser shall accompany Seller's work force to observe the removal of debris and surface soils required by this section 8.

9. Survival of Purchase and Sale Agreement. Except as specifically provided in this Agreement, section 7.1 of the

Purchase and Sale Agreement referenced in recital A above, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it as of the day and year first above written.

SELLER:

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By: _____

Its:

PURCHASER:

LOS ANGELES COUNTY
TRANSPORTATION COMMISSION

By: _____

Its: _____

SAUGUS

TABLE 1
SAUGUS LINE, PROJECT NO. 91-220
SUMMARY OF POTENTIAL ENVIRONMENTALLY IMPACTED SITES

SITE NO.	APPROX. SITE LOCATION	DESCRIPTION	PRIORITY LEVEL	APPROX. GROUNDWATER DEPTH (FEET)	GOVERNMENT RECORDS	RECOMMENDATIONS
1	West of Golden Gate Pkwy	Monitoring well south of industrial abandoned building site	Low	55		Subsurface investigation required
2	North of Magic Mountain Pkwy, west of alignment	Drum storage yard and staining on concrete	Low	75		Subsurface investigation required
3	26000 Springbrook Ave Saugus	Keysor-Century Corp	Low	75	ASPIS, CORTESE CERCLIS	Subsurface investigation required
4	23119 Drayton St Saugus	Sodium hypochlorite storage tanks at HASA, inspection required	Low	85	ASPIS, CORTESE LUST, CERCLIS	Subsurface investigation required
5	South of Drayton St., east of alignment	Tank and drum storage area at Russ Kalvin's Hair Care	Medium	95		Subsurface investigation required
6	South of Drayton St., east of alignment	Possible drill cuttings, indication of subsurface contamination	High	105		Subsurface investigation required
7	Adjacent to Site #6, east of alignment	Underground concrete vat, monitoring well at the site, indicates subsurface investigation	High	105		Subsurface investigation required
8	Adjacent to Site #7, east of alignment	Drum storage & transformer yard	Medium	115		Subsurface investigation required
9	Vern Allen Plumbing 15th Street, west of alignment	Large surface staining adjacent to tracks	Medium	195		Subsurface investigation required
10	11th Street, east of alignment	Soil staining adjacent to drum storage and work yard	High	165		Subsurface investigation required

Exhibit A

TABLE 1 (CONTD)
91-220

SITE NO.	APPROX. SITE LOCATION	DESCRIPTION	PRIORITY LEVEL	APPROX. GROUNDWATER DEPTH (FEET)	GOVERNMENT RECORDS	RECOMMENDATIONS
11	8th Street, east of alignment	Numerous asphalt and concrete piles adjacent to tracks	Low	130		Subsurface investigation required
12	South of Sierra Hwy., east of alignment	Pile containing roofing material (possibly asbestos), asphalt, and concrete	Medium	N/A		Asbestos sampling required
13	North of Hubbard St., west of alignment	Auto wrecking yard within 40 feet of tracks	High	N/A		Subsurface investigation required
14	Lazard Street, east of alignment	Heavy soil staining adjacent to tracks	High	50		Subsurface investigation required
15	Adjacent to Site #14 on Truman	Texaco Station with numerous monitoring wells	Low	50	LUST	Subsurface investigation required
16	Huntington Street, west of alignment	Barrel storage yard and roofing shingles adjacent to tracks	Low	N/A		Subsurface investigation required
17	Workman Street, east of alignment	Small drum storage area adjacent to tracks	Low	N/A		Subsurface investigation required
18	South of Pacolma Wash, east of alignment	Large fuel or oil tank adjacent to tracks	Medium	N/A		Subsurface investigation required
19	Weldner Street, east of alignment	Large soil staining adjacent to tracks at D&M Steel Co.	High	N/A		Subsurface investigation required
20	Fillmore Street, east of alignment	Soil staining at Rod Iron Company	High	N/A		Subsurface investigation required
21	North of Van Nuys Blvd., east of alignment	Drum storage near woodshed, light soil staining at Anawalt Lumber Co.	Medium	N/A		Subsurface investigation required

TABLE 1 (CONTD)
91-220

SITE NO.	APPROX. SITE LOCATION	DESCRIPTION	PRIORITY LEVEL	APPROX. GRDWATER DEPTH (FEET)	GOVERNMENT RECORDS	RECOMMENDATIONS
22	North of Pierce Street, east of alignment	Extensive soil staining adjacent to tracks	High	N/A		Subsurface investigation required
23	11401 Tuxford Sun Valley	Conrock, Large asphalt pile immediately adjacent to tracks and drum storage area, Pollution Characterfzation	Low	220	CORTESE LUST	Subsurface investigation required
24	Burbank Blvd., east of alignment	9" floor tile, possible asbestos contamination	Low	125		Asbestos sampling required
25	777 N. Front St Burbank	Possible former tank locations adjacent to tracks at ZERO Corp.	Low	125		Subsurface investigation required
26	201 N. Front St., Burbank	Soil cuttings in drums from subsurface investigation	Low	105		Subsurface investigation required
27	North of Verdugo Ave., west of alignment	Drum storage, extensive soil staining	High	80		Subsurface investigation required
28	Verdugo Ave., west of alignment	Large above ground tank with drums stored nearby	Medium	80		Subsurface investigation required
29	99 Verdugo Ave Burbank	Above ground storage tanks at Andrew Jergens Co. Pollution Characterization	Medium	80	ASPIS, LUST CORTESE	Subsurface investigation required
30	Santa Anita Ave., east of alignment	Drum storage and soil staining adjacent to tracks at Menasco Co.	High	95		Subsurface investigation required
31	Providencia Ave., west of alignment	Numerous barrels and a vat containing hydrochloric acid	Medium	70		Subsurface investigation required
32	Cedar Ave., east of alignment	Heavy soil staining in wash	High	80		Subsurface investigation required

TABLE 1 (CONTD)
91-220

SITE NO.	APPROX. SITE LOCATION	DESCRIPTION	PRIORITY LEVEL	APPROX. GRDWATER DEPTH (FEET)	GOVERNMENT RECORDS	RECOMMENDATIONS
33	South of Prospect Ave., east of alignment	Heavy soil staining at Dolly Madison	High	65		Subsurface investigation required
34	Lutge Ave., west of alignment	Drum storage, possibly containing drill cuttings at abandoned facility	Low	65		Subsurface investigation required
35	Standard Ave., east of alignment	Soil staining at Tents for Events	Medium	70		Subsurface investigation required
36	South of Western Ave., east of alignment	Soil staining near building	High	65		Subsurface investigation required
37	North of Sonora Ave., east of alignment	Surface staining on asphalt adjacent to tracks	Medium	60		Subsurface investigation required
38	Willard Ave., east of alignment	Heavy soil staining in wash	High	40		Subsurface investigation required
39	North of Grandview Ave., east of alignment	Transformer yard at the City of Glendale Public Service Dept., soil staining	High	35		Subsurface investigation required
40	Flower St., west of alignment	Soil staining and underground tank at Drawstrings	High	35		Subsurface investigation required
41	North of Highland Ave., west of alignment	Old transformers at M & R Machines	High	35		Subsurface investigation required
42	South of the Ventura Frwy, west of alignment	Soil staining near fence at L & W Transmissions	High	45		Subsurface investigation required
43	South of Riverdale Drive, east of alignment	Soil staining at junk yard adjacent to tracks	High	50		Subsurface investigation required
44	North of Los Feliz Road, east of alignment	Asphalt, shingles pile and soil staining near abandoned car	High	50		Subsurface investigation required

TABLE 1 (CONTD)
91-220

SITE NO.	APPROX. SITE LOCATION	DESCRIPTION	PRIORITY LEVEL	APPROX. GROUNDWATER DEPTH (FEET)	GOVERNMENT RECORDS	RECOMMENDATIONS
45	North of Los Feliz Road, east of alignment	Underground storage tank, propane tank and soil staining near fence at disposal truck yard	Medium	45		Subsurface Investigation required
46	South of Los Feliz Road, east of alignment	Surface staining near fence behind industrial plant	Medium	45		Subsurface Investigation required
47	North of Glendale Freeway	Heavy oil residue on tracks	None	10		None
48	25655 Springbook Ave Saugus	Thatcher Glass	Low	105	CERCLIS, ASPIS CORTESE, LUST	Review existing reports
49	1753 Truman St San Fernando	ARCO Station #1904	Low	N/A	LUST	Review existing reports
50	205 Flower St Burbank	Circuit Craft Co. Sight Inspection Required	Low	80	CERCLIS, ASPIS CORTESE	Review existing reports
51	315 Flower St Burbank	Tech Graphic Unresolved	Low	80	ASPIS	Review existing reports
52	100 Graham Pl Burbank	Haskell, Inc	Low	65	CERCLIS ASPIS	Review existing reports
53	1819 Dana St Glendale	Cardinal Machine Co Preliminary Assessment	Low	70	ASPIS	Review existing reports
54	1740 Standard Ave Glendale	California Insulated Wire Preliminary Assessment	Low	60	ASPIS	Review existing reports
55	1211 Airway Glendale	Glenair, Inc. Preliminary Assessment	Low	35	ASPIS	Review existing reports

* n/a - Depth to groundwater unknown to the northeast of the buried Verdugo Fault (approximately coincident with San Fernando Blvd).

TABLE 1 (CONTD)
91-220

SITE NO.	APPROX. SITE LOCATION	DESCRIPTION	PRIORITY LEVEL	APPROX. GRDWATER DEPTH (FEET)	GOVERNMENT RECORDS	RECOMMENDATIONS
56	5431 San Fernando Rd Glendale	Fleming L.E.	Low	45	SWAT	Review existing reports
57	4209 Chevy Chase Dr Los Angeles	Pioneer Die Casters Preliminary Assessment	Low	50	ASPIS	Review existing reports
58	1288 Los Angeles St. Los Angeles	Ambrit Industries, Inc. Preliminary Assessment	Low	50	ASPIS	Review existing reports
59	1501 Railroad St Glendale	All Star Construction Preliminary Assessment	Low	45	ASPIS	Review existing reports
60	2850 Kerr St Los Angeles	Southern Pacific Transportation Co Locomotive, Superfund	Low	10	ASPIS	Review existing reports

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**AGREEMENT REGARDING ENVIRONMENTAL MATTERS
(Ventura Line -- Los Angeles County)**

THIS AGREEMENT REGARDING ENVIRONMENTAL MATTERS (Ventura Line -- Los Angeles County) (the "Agreement") is dated as of June 13, 1991 and is between Southern Pacific Transportation Company ("Seller") and Los Angeles County Transportation Commission ("Purchaser").

RECITALS

A. On October 11, 1990, Seller and Purchaser entered into the Purchase and Sale Agreement, as subsequently amended, under which Purchaser agreed to purchase from Seller and Seller agreed to sell to Purchaser certain land in Los Angeles, Orange, Ventura and San Bernardino Counties in California. One of these properties is known as the "Ventura Line Property," a portion of which is located in Los Angeles County.

B. The parties now desire to enter into this Agreement to set forth their understanding regarding areas of concern which may contain hazardous materials located on the portion of the Ventura Line Property in Los Angeles County.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definition. For purposes of this Agreement, "Hazardous Materials" shall mean those substances defined, on the date of this Agreement, as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Responses, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; and those substances defined on the date of this Agreement as "hazardous wastes" in Section 25117 of the California Health & Safety Code, or as "hazardous substances" in Section 25316 of the California Health & Safety Code, and in the regulations effective on the date of this Agreement adopted, published and/or promulgated pursuant to said laws.

2. Identified Problem Areas. (a) Purchaser has notified Seller that it has identified areas of concern which may contain Hazardous Materials (which may or may not exceed legal action levels) at the locations on the Ventura Line Property in

Los Angeles County identified in the report dated June 11, 1991 prepared for Purchaser by Geofon Environmental, Inc. (the "Report"), which locations are set forth in the Exhibit A attached hereto. LACTC shall continue to review the locations identified in the Report and shall, on or before each six-month anniversary of the date hereof, up to and including the second-year anniversary of the date hereof, deliver to Seller a report (the "Modification Report") which shall identify, for each of the locations listed in the Report:

(i) whether LACTC has reason to believe (which reason may be based upon the existence of Hazardous Materials in, on or under property which is adjacent to the Ventura Line Property) that at or in the vicinity of such location there exist Hazardous Materials located, on the date hereof, in, on or under the Ventura Line Property, which Hazardous Materials exceed legal action levels, or

(ii) whether LACTC has determined that category (i) above does not describe such location, in which event such location shall no longer be subject to this Agreement, or

(iii) whether LACTC is still reviewing such location to determine if it is a location described by category (i) above; provided however, that Purchaser shall complete such review on or before the second anniversary of the date hereof and the last Modification Report delivered on such second anniversary shall identify each location as being described by category (i) above, or as being no longer subject to this Agreement.

(b) In the event that Purchaser fails to categorize any location described in the Report as a category (i) location on or before the second anniversary of the date hereof, such location shall no longer be subject to this Agreement.

3. Remediation.

(a) If, within six years after the date of this Agreement, Purchaser gives Seller written notice of the existence of any Hazardous Materials located, on the date hereof, on the locations described in paragraph 2 hereof that remain subject to the terms of this Agreement, that Purchaser is legally required to remediate (without regard to whether any other party may also be legally required to remediate such Hazardous Materials), Seller shall diligently proceed to remediate such Hazardous Materials to the extent required by any of the statutes identified in paragraph 1 hereof. Promptly after delivering such notice, Purchaser shall prepare and submit to Seller for its approval (which shall not be unreasonably withheld), a proposed remedial action workplan (the "Workplan") for remediating such Hazardous Materials, which shall be based upon the most economical approach that would be approved by the environmental agency having jurisdiction over such site and would allow

Purchaser to use the site in connection with its rail passenger commuter operations, or for any other existing income-producing use, to the extent Purchaser is otherwise ready and able to use such site. Seller shall promptly review such Workplan and shall either approve or disapprove such Workplan within 60 days after receipt thereof. If the Workplan is not approved or disapproved within such 60-day period, the Workplan shall be deemed to have been approved by Seller. The Workplan shall include: (A) an identification of the specific cleanup standard proposed by Seller for each contamination problem identified; (B) an identification of the remediation method to be used; and (C) the proposed timetable for remediating such contamination. If Seller does not approve the Workplan, the parties shall cooperate in revising the Workplan. If the parties cannot agree upon the appropriate revisions within 60 days after disapproval, either party shall submit such matter to arbitration as set forth below.

(b) Within one year after the date that the Workplan is approved, Seller shall complete remediation of the Hazardous Materials identified in the Workplan and any other Hazardous Materials on the sites on the date hereof that are discovered during the course of Seller's remediation, unless such remediation cannot, with due diligence, be completed within such one-year period, in which case Seller shall have a reasonable time to complete the remediation.

(c) Promptly after completing the required remediation, Seller shall submit to Purchaser evidence reasonably satisfactory to Purchaser establishing that the remediation has been completed.

(d) Seller shall pay all costs and expenses of remediating Hazardous Materials as required by this Agreement.

4. License to Enter. Purchaser hereby grants to Seller, its officers, directors, employees, contractors and agents an irrevocable license to enter onto the Ventura Line Property described above, upon reasonable notice to Purchaser and at reasonable times, from time to time as Seller shall deem necessary or appropriate to perform environmental testing and analysis and to take such actions as Seller may deem necessary or appropriate to remediate any Hazardous Materials. This license shall continue in full force and effect until Purchaser has unconditionally released Seller from all further liability or obligations whatsoever relating to Hazardous Materials. Seller shall cause any activities on the sites pursuant to this paragraph 4 to be conducted in such manner as not to unreasonably interfere with any activities of Purchaser on the Property, and shall indemnify Purchaser and hold it harmless from and against, all costs, fees and expenses arising on account of Seller's activities pursuant to this paragraph 4.

5. Arbitration. Any dispute with respect to the Workplan proposed pursuant to paragraph 3, shall be submitted to arbitration pursuant to the rules of the American Arbitration Association as then in effect. Each party shall request that one arbitrator be an independent California licensed civil engineer who is experienced in California real estate and environmental cleanup matters. Each party shall pay one-half of the fees and expenses of the arbitration.

6. Assignment of Rights. Purchaser hereby assigns to Seller: (a) all of Purchaser's present and future rights to recover, or receive contribution, from any and all PRPs (as defined below) the costs, expenses and fees incurred by Seller pursuant to this Agreement, including without limiting the generality of the foregoing, testing, analysis and remediation costs, together with (b) Purchaser's present and future rights to cause any and all of such PRPs to remediate the Hazardous Materials. Purchaser agrees to cooperate fully with Seller in Seller's attempts to cause such PRPs to undertake the remediation actions contemplated hereunder. For purposes of this Agreement, "PRPs" shall mean third parties, including without limitation, tenants or former tenants of the Property or owners of other properties, who may be responsible for the presence or release of the Hazardous Materials described herein.

7. Indemnification. In the event that Seller does not perform its obligations under this Agreement, (a) Seller shall indemnify, defend and hold Purchaser harmless from and against any and all liabilities, reasonable costs, fees and expenses (including reasonable attorneys' fees) relating to the presence of any Hazardous Materials located, on the date hereof, on the locations described in paragraph 2 hereof that remain subject to the terms of this Agreement, that Purchaser is legally required to remediate; and (b) Seller shall reassign to Purchaser the rights assigned to Seller under paragraph 6 hereof, to the extent that Seller has not performed under this Agreement.

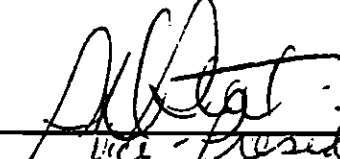
8. Survival of Purchase and Sale Agreement. Except as specifically provided in this Agreement, Section 7.1 of the

Purchase and Sale Agreement referenced in recital A above, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it as of the day and year first above written.

SELLER:

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By: 
Its: vice President

PURCHASER:

LOS ANGELES COUNTY
TRANSPORTATION COMMISSION

By: 
Its: _____

VENTURA - Los Angeles County

TABLE 1
COAST MAIN BRANCH, PROJECT NO. 91-221
SUMMARY OF POTENTIAL ENVIRONMENTALLY IMPACTED SITES

SITE NO.	APPROX. SITE LOCATION	DESCRIPTION	PRIORITY LEVEL	APPROX. GROUNDWATER DEPTH (FEET)	GOVERNMENT RECORDS	RECOMMENDATIONS
1	West of Spring St., north of alignment	Drum Fuel delivery station	Medium	50		Subsurface investigation required
2	Spring St. north of alignment	On-call station with some monitoring wells	Low	50	RWQCB No action	Review existing reports
3	West of proposed alignment of 20thwy.	Drum storage adjacent to tracks, no visible signs of surface staining	Low	50		Subsurface investigation required
4	West Madera Road, south of alignment	Abandoned warehouse w/ drum storage, no visible signs of surface staining	Low	50		Subsurface investigation required
5	West of 1st Street, north of alignment	Surface staining, Auto shop	High	40		Subsurface investigation required
6	East of 1st Street, north of alignment	Above ground storage tanks, no visible signs of soil staining	Low	50		Subsurface investigation required
7	East of Sarah Ave.	Hydrocarbon roadover tanks	None	50		None
8	West of De Soto Ave., south of alignment	Drum storage areas adjacent to tanks, no visible soil staining	Low	85		Subsurface Investigation required
9	East of Kelvin Ave., south of alignment	Drum storage area adjacent to tracks, no visible signs of soil staining	Medium	75		Subsurface Investigation required
10	North of Nordoff Ave., south of alignment	Numerous drums, some in double containment, no visible signs of surface staining	Medium	75		Subsurface Investigation required

EXHIBIT A

TABLE 1 (CONT'D)
91-221

SITE NO.	APPROX. SITE LOCATION	DESCRIPTION	PRIORITY LEVEL	APPROX. GRDWATER DEPTH (FEET)	GOVERNMENT RECORDS	RECOMMENDATIONS
11	North of Bahama Street, south of alignment	Nine drums containing racing fuel adjacent to tracks, no visible surface staining	Medium	45		Subsurface investigation required
12	West of Corbin Ave., south of alignment	Drum storage adjacent to tracks, no visible sign of surface staining	High	45		Subsurface investigation required
13	East of Vanalden Ave., south of alignment	Drum storage adjacent to tracks, no visible sign of surface staining	Low	30		Subsurface investigation required
14	North of Parthenia Street, south of alignment	Transformer yard adjacent to tracks, surface staining	Medium	40		Subsurface investigation required
15	North of Parthenia Street, north of alignment	Soil staining adjacent to tracks	Medium	65		Subsurface investigation required
16	West of Woodley Ave., north of alignment	Large above ground tank, surface staining	Medium	205		Subsurface investigation required
17	East of Woodley Ave., north of alignment	Soil pile on surface from an underground storage tank removal	Medium	210		Subsurface investigation required
18	West of Haskell Ave., south of alignment	Heavy soil staining at site with drums containing TCE, MEK, TCA, methanol, reflow oil, and laquer thinner at Litton Data Systems	High	225		Subsurface investigation required
19	East of 405 freeway, south of alignment	Soil staining at metal plating firm, drums storing TCA	High	225		Subsurface investigation required
20	Langdon Ave., north of alignment	Drum storage, no visible sign of surface staining	Low	225		Subsurface investigation required

TABLE 1 (CONTD)
91-221

SITE NO.	APPROX. SITE LOCATION	DESCRIPTION	PRIORITY LEVEL	APPROX. GROUNDWATER DEPTH (FEET)	GOVERNMENT RECORDS	RECOMMENDATIONS
21	7821 Orion Avenue Van Nuys	Former location of underground tank, vent pipes visible at ITT Gilfilan, no visible sign of surface staining, preliminary assessment underway	High	230	ASPIS	Subsurface investigation required
22	West of Sepulveda Blvd., south of alignment	Power transformer with surface staining	Medium	235		Subsurface investigation required
23	East of Sepulveda Blvd., south of alignment	Surface spills	High	230		Subsurface investigation required
24	West of Burnett Ave., south of alignment	Surface stains and drum storage	High	230		Subsurface investigation required
25	North of Lemona Ave., south of alignment	Soil staining and drum storage	High	240		Subsurface investigation required
26	East of Pacoima Wash, north of alignment	Soil staining at vacant lot	High	240		Subsurface investigation required
27	East of Pacoima Wash, north of alignment	Soil staining adjacent to tracks	High	245		Subsurface investigation required
28	Arminta Street, north of alignment	Surface staining at Chandler Lumber Co. Preliminary assessment	Low	250	ASPIS	Subsurface investigation required
29	North of Schlitz Street, south of alignment	Transformer yard and large tank adjacent to tracks	Low	250		Subsurface investigation required
30	West of Ventura Canyon Ave., north of alignment	Soil staining adjacent to tracks	High	250		Subsurface investigation required
31	East of Tujunga Wash, north of alignment	Soil stains in wash and drum storage area	High	250		Subsurface investigation required

TABLE 1 (CONTD)
91-221

SITE NO.	APPROX. SITE LOCATION	DESCRIPTION	PRIORITY LEVEL	APPROX. GRDWATER DEPTH (FEET)	GOVERNMENT RECORDS	RECOMMENDATIONS
32	West of Coldwater Canyon, north of alignment	Soil stains adjacent to tracks	High	265		Subsurface investigation required
33	West of Whitsett Ave., south of alignment	Numerous surface stains adjacent to tracks	Medium	265		Subsurface investigation required
34	East of 170 freeway, south of alignment	Surface staining near manufacturing plant	High	265		Subsurface investigation required
35	North of Sherman Way, south of alignment	Surface staining at possible asphalt batching plant	Medium	265		Subsurface investigation required
36	South of Sherman Way, north of alignment	Surface staining from drums at Century Disposal	High	270		Subsurface investigation required
37	West of Lankershim Blvd., south of alignment	Surface staining at drum storage adjacent to tracks	High	270		Subsurface investigation required
38	West of Lankershim Blvd., north of alignment	Roofing material possible asbestos material	Low	270		Asbestos sampling
39	West of Lankershim, south of alignment	Drum storage at Terry Lumber No visible signs of surface	Low	270		Subsurface investigation required
40	South of Sherman Way, north of alignment	Soil staining from industrial facility	High	260		Subsurface investigation required
41	South of Empire Ave., north of alignment	Staining from drum storage area	Medium	175		Subsurface investigation required
42	East of Buena Vista, north of alignment	Underground industrial waste piping at Lockheed, no surface staining	Medium	130		Subsurface investigation required

TABLE 1 (CONT'D)
91-221

SITE NO.	APPROX. SITE LOCATION	DESCRIPTION	PRIORITY LEVEL	APPROX. GROUNDWATER DEPTH (FEET)	GOVERNMENT RECORDS	RECOMMENDATIONS
40	111 W. Los Angeles Ave Olive Valley	Olive Valley Landfill	Low	10	ASPIS, DEP CORTESE, CWRB	Review existing reports
44	4220 Valley Park Casta Queena	Preliminary Assessment Underway	Low	50	ASPIS	Review existing reports
45	4000 Industrial St Olive Valley	Concrete Enterprises Tankboat	Low	50	CORTESE	Review existing reports
46	4000 Industrial St Olive Valley	Quinton Electronics, Inc. Preliminary Assessment	Low	65	ASPIS	Review existing reports
47	9527 Independence Ave Chatsworth	Edmar Tool ? Mfg. Co., Unresolved	Low	65	ASPIS	Review existing reports
48	9354 Oso Ave Chatsworth	Waste Management Pollution Characterization	Low	65	CORTESE LUST	Review existing reports
49	9000 Winnetka Ave Northridge	American Cast Alloys Unresolved	Low	60	ASPIS	Review existing reports
50	19011 Parthena St Northridge	Techni-Glass Unresolved	Low	30	ASPIS	Review existing reports
51	18815 Parthenia St Northridge	Gordon Duff Metal Shop Preliminary Assessment	Low	30	ASPIS	Review existing reports
52	18653 Parthenia St Northridge	Valley Carbon Unresolved	Low	30	ASPIS	Review existing reports
53	8805 Reseda Blvd Northridge	Ranch Dry Cleaners Pollution Characterization	Low	50	CORTESE LUST	Review existing reports
54	18143 Napa St Northridge	Metala Graphics Preliminary Assessment	Low	65	ASPIS	Review existing reports

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91- 897516

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

Dewey Ballantine
333 South Hope Street,
Suite 3000
Los Angeles, California 90071
Attention: Alan Albright, Esq.

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. 1 P.M. JUN 14 1991
PAST.

MEMORANDUM OF SHARED USE AGREEMENT
(LOS ANGELES COUNTY)

FREE B

THIS MEMORANDUM OF SHARED USE AGREEMENT (this "Memorandum"), dated as of June 13, 1991, is entered into by SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation (the "Railroad"), and LOS ANGELES COUNTY TRANSPORTATION COMMISSION (the "Commission"), with reference to the following facts:

A. Pursuant to a Purchase and Sale Agreement dated October 11, 1990 between the Railroad, as seller, and the Commission, as purchaser, as amended (as so amended, the "Purchase Agreement"), the Railroad has sold to the Commission, and the Commission has purchased from the Railroad, among other things, two 40-foot wide strips of land (collectively, the "Corridor"), located in Los Angeles County, California and more particularly described in Exhibit A attached hereto. The Railroad continues to own two other strips of land paralleling the Corridor (the "Railroad Retained Land"), one of which strips (the "Saugus Line") extends generally from the Commuter Rail Interlocker (as defined below) to Saugus near the west switch as shown in the Railroad's Western Region Timetable No. 4 (milepost 449.4) (or, if the Commission exercises its option to extend the Corridor paralleling the Saugus Line as set forth in that certain letter from the Railroad to the Commission dated December 20, 1990, such strip shall extend from the Commuter Rail Interlocker to milepost 448.0), and the other of which strips (the "Ventura Line") extends generally from the Commuter Rail Interlocker to the boundary line between Los Angeles and Ventura Counties. As used herein, the term "Commuter Rail Interlocker" means the junction at approximately milepost 479.4 at which commuter trains will diverge from the Shared Use Facilities (as defined below) to railroad tracks owned by the Commission extending from such point to the Los Angeles Union Passenger Terminal (milepost 482.8) and converge from such Commission-owned railroad tracks to the Shared Use Facilities. The Saugus Line and the Ventura Line are referred to herein collectively as the "Lines."

B. Pursuant to a Shared Use Agreement dated April 18, 1991 between the Railroad and the Commission (the "Agreement"), the Railroad and the Commission agreed, subject to the terms and conditions of the Agreement, to share the use and certain maintenance and repair obligations of all existing and all future Saugus Line and Ventura Line railroad tracks and related facilities (except passenger stations, passenger loading platforms and layover facilities to be constructed by the Commission and except the yards and the industrial, switching and storage tracks identified in the Agreement) (collectively, the "Shared Use Facilities") located upon the Corridor or the Railroad Retained Land.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Railroad and the Commission hereby agree as follows:

1. The Agreement is hereby incorporated herein by reference with the same force and effect as if fully set forth herein. In the event of any conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall prevail. The term of the Agreement is perpetual unless sooner terminated in accordance with its terms.

2. Pursuant to and as more fully set forth in the Agreement, the Railroad and the Commission shall each have the right to use all the Shared Use Facilities, subject to the terms and conditions contained in the Agreement. Without limiting the foregoing, the Railroad shall have the right, subject to the terms and conditions contained in the Agreement, to use the Shared Use Facilities located within the Corridor, and the Commission shall have the right, subject to the terms and conditions set forth in the Agreement, to use the Shared Use Facilities located upon the Railroad Retained Land. The Railroad and the Commission shall share the costs of maintenance and repair of the Shared Use Facilities, and any liability that may be incurred in connection with the Shared Use Facilities, in accordance with the provisions of the Agreement.

3. The Shared Use Facilities shall be owned as follows:

(a) The Railroad shall own all Shared Use Facilities existing at the date of execution of the Agreement; provided, that all Shared Use Facilities and other improvements existing at the date of execution of the Agreement and located within the Corridor shall be subject to the Commission's right to remove, relocate or modify in accordance with the Agreement.

(b) The Railroad shall own all future improvements located on the Railroad Retained Land that are constructed at the sole cost and expense of the Railroad.

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(c) The Commission shall own all future improvements located on the Railroad Retained Land that are constructed or installed at the Commission's sole cost and expense.

(d) The Commission shall own the Corridor and all future improvements located therein unless otherwise agreed to by the Commission and the Railroad.

(e) The ownership of any future improvements funded jointly by the Commission and the Railroad and located outside of the Corridor shall be as mutually agreed to by them.

(f) At the termination of the Agreement as to either Line or any portion thereof, all of the then existing signal systems (including automatic block signal systems, centralized traffic control signal systems and crossing warning systems installed at highway related grade crossings) (collectively, "Signal Systems") included in the terminated portion of the Shared Use Facilities, other than the Commission's signal transmission cables, that are owned, in whole or in part, by the Commission, shall become the property of the Railroad. The Commission shall continue to provide the Railroad with the then existing level of use of the Commission's signal transmission cables for the purpose of communications for the then existing Signal Systems included in the Shared Use Facilities.

(g) Nothing in the Agreement shall be construed as granting to the Commission any interest or right in the Railroad Retained Land other than the rights expressly provided in the Agreement, and the Railroad reserves the right to use such Railroad Retained Land for any purpose other than providing competing commuter services as specified in the Agreement.

(h) Nothing in the Agreement shall be construed as granting to the Railroad any interest or right in the Corridor other than the rights expressly provided in the Agreement, and the Commission reserves the right to use such Corridor for any purpose other than providing competing freight services as specified in the Agreement, so long as the Railroad or its successors or assigns have not abandoned the Lines.

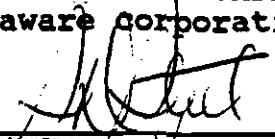
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IN WITNESS WHEREOF, this Memorandum has been executed and delivered by the Railroad and the Commission as of the date first written above.

THE RAILROAD:

SOUTHERN PACIFIC
TRANSPORTATION COMPANY,
a Delaware corporation

By:


Title: Vice - PRESIDENT

THE COMMISSION:

LOS ANGELES COUNTY
TRANSPORTATION COMMISSION

By:


Title: DEPUTY EXECUTIVE DIRECTOR

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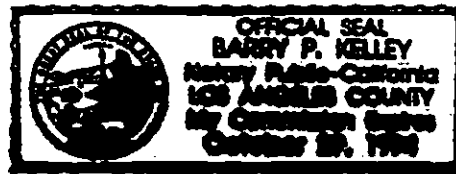
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

On June 13, 1991, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared S. DAVID STEEL, proved to me on the basis of satisfactory evidence to be the person who executed this instrument, acknowledged to me to be the VICE PRESIDENT of SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, the corporation that executed the foregoing instrument, further acknowledged to me to be the person who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same pursuant to its By-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Barry P. Kelley

Notary Public



91 897516

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

)
)
) ss.

On June 14, 1991, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared LESLIE PORTER, proved to me on the basis of satisfactory evidence to be the person who executed this instrument, acknowledged to me to be the DEPUTY EXECUTIVE DIRECTOR of LOS ANGELES COUNTY TRANSPORTATION COMMISSION, a county transportation commission existing under the authority of §130500 et seq. of the California Public Utilities Code, the county transportation commission that executed the foregoing instrument, further acknowledged to me to be the person who executed said instrument on behalf of said county transportation commission, and acknowledged to me that such county transportation commission executed the same.

WITNESS my hand and official seal.



Angelina M. Bell
Notary Public

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EXHIBIT C

40' LACTC Corridor

Maps--Ventura Line
(Los Angeles County)

Consisting of 20 attached sheets (each sheet measuring approximately 2' x 5') as follows:

1.	V-47-39	C.E. 44572	Sheet 14 of 33
2.	V-47-40	C.E. 44572	Sheet 15 of 33
3.	V-47-S-40	C.E. 44572	Sheet 16 of 33
4.	V-47-41	C.E. 44572	Sheet 17 of 33
5.	V-47-42	C.E. 44572	Sheet 18 of 33
6.	V-47-S-42	C.E. 44572	Sheet 19 of 33
7.	V-47-43	C.E. 44572	Sheet 20 of 33
8.	V-47-44	C.E. 44572	Sheet 21 of 33
9.	V-47-44(1)	C.E. 44572	Sheet 22 of 33
10.	V-47-45	C.E. 44572	Sheet 23 of 33
11.	V-47-45(1)	C.E. 44572	Sheet 24 of 33
12.	V-47-S-45	C.E. 44572	Sheet 25 of 33
13.	V-47-46	C.E. 44572	Sheet 26 of 33
14.	V-47-S-46	C.E. 44572	Sheet 27 of 33
15.	V-47-47	C.E. 44572	Sheet 28 of 33
16.	V-47-48	C.E. 44572	Sheet 29 of 33
17.	V-47-49	C.E. 44572	Sheet 30 of 33
18.	V-47-49a	C.E. 44572	Sheet 31 of 33
19.	V-47-S-49a	C.E. 44572	Sheet 32 of 33
20.	V-47-S-49B	C.E. 44572	Sheet 33 of 33

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June 13, 1991
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SETTLEMENT STATEMENT
 FOR SALE OF SAUGUS MAIN LINE CORRIDOR
 FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY
 TO LOS ANGELES COUNTY TRANSPORTATION COMMISSION

June 13, 1991


	<u>-SELLER-</u> <u>SOUTHERN PACIFIC</u> <u>TRANSPORTATION COMPANY</u>		<u>-PURCHASER-</u> <u>LOS ANGELES COUNTY</u> <u>TRANSPORTATION COMMISSION</u>		<u>TITLE COMPANY</u>
	<u>Debit</u>	<u>Credit</u>	<u>Debit</u>	<u>Credit</u>	<u>Credit</u>
1. Purchase Price		\$22,154,872.21	\$22,154,872.21		
2. Rental Proration (see attached Exhibit A)	\$2,224.00			\$2,224.00	
3. Security Deposits (see attached Exhibit B)	240.00			240.00	
AMOUNT TO BE TRANSFERRED AT CLOSING		22,102,408.21	22,102,408.21		
PROCEEDS PAID BY WIRE TRANSFER TO SELLER		22,102,408.21	22,102,408.21		
4.* Recording Fees					
a) Grant Deed		N/A			N/A
b) Survey Monument Fee		N/A			N/A
c) Chase Release		33.00			33.00
d) Administrative Closing Fee to Stewart Title		125.00	125.00		250.00
AMOUNT TO BE TRANSFERRED POST-CLOSING					
BALANCE DUE FROM SELLER	158.00				
BALANCE DUE FROM PURCHASER			125.00		
TOTAL	<u>\$52,622.00</u>	<u>\$22,102,408.21</u>	<u>\$22,102,533.21</u>	<u>\$52,464.00</u>	<u>\$283.00</u>

* To be paid post-closing.

APPROVED AND ACCEPTED

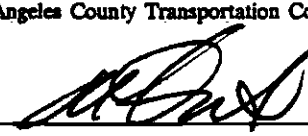
SELLER:

Southern Pacific Transportation Company,
 a Delaware corporation

By: 
 Title: Vice-President

PURCHASER:

Los Angeles County Transportation Commission

By: 
 Title: _____

TITLE COMPANY:

Stewart Title Insurance Company

By: _____
 Title: _____

LESLIE V. PORTER
 DEPUTY EXECUTIVE DIRECTOR

EXHIBIT A

Rental Prorations
to June 13, 1991

SAUGUS MAIN LINE CORRIDOR
LOS ANGELES COUNTY

<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
177099	GVD Commercial Properties, Inc.	\$ 823.00 month	\$ 466.37	06-01-91
158778	John Kiser	\$ 947.00 month	\$ 30.55	05-15-91
202289	United Landscape Company	\$ 675.00 month	\$ 382.50	06-01-91
209376	Terrance Lee Abbatoye	\$ 655.00 month	\$ 371.17	06-01-91
207029	Gary Dugar dba Nutri-Soil	\$ 213.00 month	\$ 177.50	07-09-91
202244	Gary Dugar dba Nutri-Soil	\$ 319.00 month	\$ 180.77	06-01-91
181874	Regal Spas, a partnership composed of Ken Bangert and Fred Bangert	\$ 418.00 month	\$ 236.87	06-01-91
207602	Billy Kornfield dba Camelot Movers	\$ 272.00 month	\$ 8.77	05-15-91
207580	Gary Dugar dba Nutri-Soil	\$ 600.00 month	\$ 116.13	05-20-91
205506 *	David R. Shields dba Welding Unlimited	\$ 236.00 month	\$ 133.73	06-01-91
203668	Vern Allen	\$ 654.00 month	\$ 370.60	06-01-91
205507	David R. Shields dba Welding Unlimited	\$ 331.00 month	\$ 187.57	06-01-91

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<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
191586	Don Cruickshank and Michael Redman dba A.V. Equipment Rental	\$ 1,673.00 month	\$ 948.03	06-01-91
161097	Vista de Oro Development Corp. dba Bell and Associates Realtors	\$ 234.00 semi-annual	\$ 178.04	05-01-91
172871	Vince Wiese dba Vince Wiese Chevrolet (Gallen B. Smith)	\$ 239.00 month	\$ 135.43	06-01-91
209408 (1)	Don F. Guglielmino dba Newhall Hardware	\$ 1,593.00 month	\$ 238.95	06-01-91
193841	Newhall-Valencia Plumbing Co.	\$ 425.00 month	\$ 368.33	06-01-91
188060	Milton J. Johnson and Don Guglielmino dba Newhall Electric, Inc.	\$ 627.00 month	\$ 355.30	06-01-91
206335	Bill Foster dba Bill's Muffler Service	\$ 274.00 month	\$ 155.27	06-01-91
117604 **	Los Angeles Metropolitan Transit Authority (Southern California Rapid Transit District)	\$ 128.00 month	\$ 81.07	06-03-91
150779	Pietro Vitale	\$ 261.00 month	\$ 16.84	05-16-91
191625	Paul Stockwell dba Wrought Iron Company, Inc.	\$ 139.00 month	\$ 78.77	06-01-91
189692	Hugo New-Proler Company dba Valley Junk Company	\$ 484.00 month	\$ 274.27	06-01-91
185337	Hollywood Rental Company	\$ 321.00 month	\$ 295.23	06-01-91
204845	Hollywood Rental Company	\$ 301.00 month	\$ 170.57	06-01-91
207581	Ensotech, Inc.	\$ 390.00 month	\$ 221.00	06-01-91
173907 **	City of Burbank	\$ 52,740.00 year	\$ 29,396.91	03-01-91
193846	Serv-Well Appliance & Furniture Co.	\$ 415.00 year	\$ 159.18	11-01-90

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<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
173772	Tranco Envelope Company	\$ 416.00 year	\$ 264.42	02-01-91
154896	Gilbert C. Somerfield and Eleanor Somerfield	\$ 627.00 month	\$ 355.30	06-01-91
201313	Ervin F. Bartel Jr. and Janet A. Bartel	\$ 1,062.00 month	\$ 601.80	06-01-91
191051	Air Conditioning Company, Inc.	\$ 6,659.00 month	\$ 3,773.43	06-01-91
191584	Air Conditioning Company, Inc.	\$ 653.00 month	\$ 21.13	05-15-91
203676	Carvel Gay dba Gay's Automotive Service	\$ 661.00 month	\$ 21.32	05-15-91
204813	G.T. Equipment	\$ 669.00 month	\$ 21.58	05-15-91

Sign Leases

184426 **	National Advertising Company (3M National)	\$ 1,536.00 year	\$ 23.85	07-01-90
186046	Canyon Outdoor Advertising Company	\$ 300.00 year	\$ 140.55	12-02-90
158704	Melven Genser Outdoor Signs (3M National)	\$ 120.00 year	\$ 78.90	02-09-91
205518	National Advertising, 3M Company (3M National)	\$ 576.00 year	\$ 124.67	09-01-90
187138	Foster and Kleiser (Patrick Media Group)	\$ 154.00 month	\$ 87.27	06-01-91
141347	Melven Genser dba Melven Genser Outdoor Signs (3M National)	\$ 150.00 year	\$ 19.32	08-01-90
187137	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 154.00 month	\$ 87.27	06-01-91

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<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
183971	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 154.00 month	\$ 87.27	06-01-91
146710	Melven Genser dba Melven Genser Outdoor Advertising (3M National)	\$ 1,392.00 year	\$ 1,224.20	05-01-91
183949	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 154.00 month	\$ 87.27	06-01-91
185290	Canyon Outdoor Advertising Co.	\$ 300.00 year	\$ 13.97	07-01-90
187139	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 308.00 month	\$ 174.53	06-01-91
190588	Canyon Outdoor Advertising Co.	\$ 150.00 year	\$ 19.73	08-01-90
150596	Melven Genser dba Melven Genser Outdoor Signs (3M National)	\$ 576.00 year	\$ 528.66	05-15-91
150206	Foster and Kleiser (Patrick Media Group)	\$ 154.00 month	\$ 87.27	06-01-91
189730	Melven Genser Outdoor	\$ 250.00 year	\$ 158.90	02-01-91
187141	Foster and Kleiser (Patrick Media Group)	\$ 154.00 month	\$ 87.27	06-01-91
155543	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 77.00 month	\$ 43.63	06-01-91
138390	Melven Genser dba Melven Genser Outdoor Signs (3M National)	\$ 288.00 year	\$ 97.05	10-15-90
106951	Foster and Kleiser Company (Patrick Media Group, Inc.)	\$ 154.00 month	\$ 87.27	06-01-91
203711	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 621.00 month	\$ 351.90	06-01-91
187136	Foster and Kleiser (Patrick Media Group)	\$ 154.00 month	\$ 87.27	06-01-91

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<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
145944	Foster and Kleiser (Patrick Media Group)	\$ 154.00 month	\$ 87.27	06-01-91
144984	Foster and Kleiser (Patrick Media Group)	\$ 154.00 month	\$ 87.27	06-01-91
190605	Chevron U.S.A., Inc.	\$ 132.00 year	\$ 127.30	06-01-91
205527 **	Gateway Outdoor Advertising Inc. (Metropolitan Outdoor Advertising)	\$ 1,116.00 year	\$ 189.57	09-15-90
204836	Gateway Outdoor Advertising Inc. (Metropolitan Outdoor Advertising)	\$ 558.00 year	\$ 142.18	09-15-90
206372	Gateway Outdoor Advertising Inc. (Metropolitan Outdoor Advertising)	\$ 558.00 year	\$ 397.48	03-01-91
147770	Pacific Outdoor Advertising Co. (Gannett Outdoor Co.)	\$ 60.00 month	\$ 34.00	06-01-91
117281	Pacific Outdoor Advertising Company (Gannett Outdoor Co., Inc.)	\$ 120.00 month	\$ 68.00	06-01-91
114486	Foster and Kleiser Company (Patrick Media Group)	\$ 348.00 month	\$ 197.20	06-01-91
115950	Pacific Outdoor Advertising Company (Gannett Outdoor Co. Inc.)	\$ 79.00 month	\$ 2.55	05-15-91
138686	Pacific Outdoor Advertising Company (Gannett Outdoor Co. Inc.)	\$ 158.00 month	\$ 5.10	05-15-91
117626	Pacific Outdoor Advertising Company (Gannett Outdoor Co. Inc.)	\$ 120.00 month	\$ 68.00	06-01-91
105190	Pacific Outdoor Advertising Company (Gannett Outdoor Co. Inc.)	\$ 120.00 month	\$ 68.00	06-01-91
189768	Pacific Outdoor Advertising Co. (Gannett Outdoor Co. Inc.)	\$ 79.00 month	\$ 44.77	06-01-91

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<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
123584	Pacific Outdoor Advertising Co. (Gannett Outdoor Co., Inc.)	\$ 120.00 month	\$ 68.00	06-01-91
200995	Gateway Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 1,674.00 year	\$ 765.91	11-28-90
200970	Gateway Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 2,232.00 year	\$ 599.28	09-20-90
179112	Pacific Outdoor Advertising Company (Gannett Outdoor Co. Inc.)	\$ 240.00 month	\$ 136.00	06-01-91
102212	Foster and Kleiser Company (Patrick Media Group)	\$ 116.00 month	\$ 65.73	06-01-91
107631 *	Pacific Outdoor Advertising Company (Gannett Outdoor)	\$ 79.00 month	\$ 44.77	06-01-91
089667	Foster and Kleiser Company (Patrick Media Group)	\$ 231.00 month	\$ 130.90	06-01-91
114060	Pacific Outdoor Advertising Co. (Gannett Outdoor)	\$ 79.00 month	\$ 44.77	06-01-91
124703	Foster and Kleiser Company (Patrick Media Group)	\$ 770.00 month	\$ 436.33	06-01-91
165197	Levitz Furniture Corporation	\$ 900.00 year	\$ 791.51	05-01-91
118842	Foster and Kleiser Company (Patrick Media Group)	\$ 308.00 month	\$ 174.53	06-01-91
112583	Roger Jessup Farms, a Limited Partnership (Levitz Furniture Corp.)	\$ 900.00 year	\$ 138.08	08-09-90
140241	Melven Genser dba Melven Genser Outdoor Advertising (3M National)	\$ 288.00 year	\$ 253.28	05-01-91

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<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental-</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
111250 **	Southern California Gas Company	\$ 90.00 year	\$ 28.70	04-01-91
103899 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
210440 **	King Videocable Company	\$ 85.00 year	\$ 25.34	03-13-91
120793 **	Humble Oil & Refining Company (Exxon Pipeline Company)	\$ 85.00 year	\$ 11.64	10-17-90
169543 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
110281 **	Pacific Lighting Gas Supply Company (Southern California Gas Company)	\$ 563.00 year	\$ 80.82	10-23-90
108940 **	Southern California Gas Company	\$ 85.00 year	\$ 25.24	03-12-91
114633 **	Southern Counties Gas Company of California (Southern California Gas Company)	\$ 85.00 year	\$ 30.91	05-12-91
155429 **	Mobil Oil Corporation	\$ 85.00 year	\$ 18.82	01-02-91
155568 **	Atlantic Richfield Co.	\$ 221.00 year	\$ 43.59	12-11-90
110209 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
210521 **	Southern California Gas Company	\$ 85.00 year	\$ 24.31	03-02-91
209779 **	Southern California Gas Company	\$ 85.00 year	\$ 2.05	07-05-90
141603 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
119515 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
210663 **	Southern California Gas Company	\$ 85.00 year	\$ 9.13	09-20-90
204033 **	United Cable Television of Los Angeles, Inc.	\$ 85.00 year	\$ 3.03	08-07-90
094971 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91

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<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
204052 **	United Cable Television of Los Angeles Inc.	\$ 85.00 year	\$ 7.64	09-04-90
074194 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
120505 **	Southern California Gas Company	\$ 25.00 year	\$ 7.97	04-01-91
088210 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
113897 **	Southern California Gas Company	\$ 25.00 year	\$ 3.49	02-24-91
199665 **	City of Burbank	\$ 1,200.00 year	\$ 55.23	07-25-90
118900 **	Southern California Gas Company	\$ 85.00 year	\$ 19.00	01-04-91
116245 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
147683 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
075596 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
119569 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
167783 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
089017 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-90
074371 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
209778 **	Southern California Gas Company	\$ 85.00 year	\$ 2.05	07-05-90
110040 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
177957 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91

Private Roadways/Access

175482 **	County of Sanitation District No. 26 of Los Angeles County and Great Western Savings and Loan Association	\$ 20.00 year	\$ 0.94	07-26-90
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<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
203344 **	Kimberly Ann Gibbs, Bruce Thomas, Julie Thomas, Mike Nielson, Brenda Nielson, James Thompson, Betty Thompson, Kenneth Seitz, and Eurlene Seitz	\$ 50.00 year	\$ 19.07	05-28-91
168339 **	Nethercutt Laboratories	\$ 10.00 year	\$ 2.42	01-21-91

Easements

103138 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
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Longitudinal Pipelines

093140	Richfield Oil Corporation (Atlantic Richfield Company)	\$ 12,603.00 year	\$ 586.99	07-01-90
057029 **	Southern California Gas Company	\$ 1,336.00 year	\$ 1,065.14	04-01-91

TOTAL PRORATED RENTS TO BE CREDITED TO PURCHASER \$ 52,224.00
LOS ANGELES COUNTY

Calculations based on 17 days remaining in June (14 through 30)

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EXHIBIT B
Security Deposits

SAUGUS MAIN LINE CORRIDOR
Los Angeles County

<u>Lease No.</u>	<u>Tenant Name</u>	<u>Security Deposit</u>	<u>Amount Credited to Purchaser</u>
206335	Bill Foster dba Bill's Muffler Service	\$ 240.00	\$ 240.00

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**SETTLEMENT STATEMENT
FOR SALE OF VENTURA MAIN LINE CORRIDOR
(LOS ANGELES COUNTY)
FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY
TO LOS ANGELES COUNTY TRANSPORTATION COMMISSION**

June 13, 1991


	<u>-SELLER-</u> <u>SOUTHERN PACIFIC</u> <u>TRANSPORTATION COMPANY</u>		<u>-PURCHASER-</u> <u>LOS ANGELES COUNTY</u> <u>TRANSPORTATION COMMISSION</u>		<u>TITLE COMPANY</u>
	<u>Debit</u>	<u>Credit</u>	<u>Debit</u>	<u>Credit</u>	<u>Credit</u>
1. Purchase Price		\$17,845,127.79	\$17,845,127.79		
2. Rental Proration (see attached Exhibit A)	10,973.01			10,973.01	
3. Security Deposits (see attached Exhibit B)	350.00			350.00	
 <u>AMOUNT TO BE TRANSFERRED AT CLOSING</u>		17,833,804.78	17,833,804.78		
 <u>PROCEEDS PAID BY WIRE TRANSFER TO SELLER</u>		17,833,804.78	17,833,804.78		
4.* Recording Fees					
a) Grant Deed		N/A			N/A
b) Survey Monument Fee		N/A			N/A
c) Chase Release		47.00			47.00
d) Wire Transfer Fee			20.00		20.00
e) Administrative Closing Fee to Stewart Title		125.00	125.00		250.00
 <u>AMOUNT TO BE TRANSFERRED POST-CLOSING</u>					
 <u>BALANCE DUE FROM SELLER</u>	172.00				
 <u>BALANCE DUE FROM PURCHASER</u>			145.00		
 <u>TOTAL</u>	<u>\$11,495.01</u>	<u>\$17,833,804.78</u>	<u>\$17,833,949.78</u>	<u>\$11,323.01</u>	<u>\$317.00</u>

* To be paid post-closing.

APPROVED AND ACCEPTED

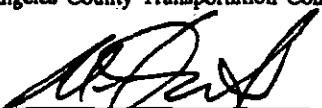
SELLER:

Southern Pacific Transportation Company,
a Delaware corporation

By: 
Title: Vice-President

PURCHASER:

Los Angeles County Transportation Commission

By: 
Title: _____

TITLE COMPANY

Stewart Title Insurance Company

By: _____
Title: _____

**LESLIE V. PORTER
DEPUTY EXECUTIVE DIRECTOR**

EXHIBIT A

Rental Prorations
to June 13, 1991

VENTURA MAIN LINE CORRIDOR
LOS ANGELES COUNTY

<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
196459	Toussaint Ltd.	\$ 2,042.00 month	\$ 1,157.13	06-01-91
187177	Colbuk, Inc.	\$ 274.00 month	\$ 155.27	06-01-91
120553	Sierra Club Distributing Co., Inc.	\$ 336.00 year	\$ 190.40	09-01-90
153493	Litton Data Systems	\$ 1,593.00 month	\$ 902.70	06-01-91
207027	Gibson's Komfort Air, Inc.	\$ 420.00 month	\$ 238.00	06-01-91
196810	Andrew Danny	\$ 377.00 month	\$ 213.63	06-01-91
189684	Andrew Danny	\$ 528.00 month	\$ 299.20	06-01-91
209370	Remo, Incorporated	\$ 1,252.00 month	\$ 709.47	06-01-91
207056	David Finkelstein, Jeanie Finkelstein, Richard Lee Wasserman, Elliot J. Rubin and Marilyn Rubin doing business as F & W Food Services, a partnership	\$ 291.00 year	\$ 13.55	07-01-90
118146 **	A.R. Wilson dba Wilson's Metal Exchange	\$ 1,429.00 month	\$ 23.05	05-15-91

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<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
162281	Melven Genser Outdoor Signs (National Advertising, 3M Company)	\$ 576.00 year	\$ 410.30	03-01-91
205545	National Advertising, 3M Company	\$ 576.00 year	\$ 459.22	04-01-91
206331	Gateway Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 279.00 year	\$ 71.09	09-15-90
145489	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 154.00 month	\$ 87.27	06-01-91
119171 **	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 231.00 month	\$ 74.80	06-01-91
159962	Pacific Outdoor Advertising (Gannett Outdoor Co., Inc.)	\$ 79.00 month	\$ 2.55	05-15-91
116608 **	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 308.00 month	\$ 87.27	06-01-91
166708 **	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 1,242.00 month	\$ 469.20	06-01-91
153209	Pacific Outdoor Advertising (Gannett Outdoor Co., Inc.)	\$ 158.00 month	\$ 5.10	05-15-91
160407	Pacific Outdoor Advertising (Gannett Outdoor Co., Inc.)	\$ 120.00 month	\$ 3.87	05-15-91
206330 *	Gateway Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 506.00 year	\$ 90.11	08-18-90
187949	Pacific Outdoor Advertising (Gannett Outdoor Co., Inc.)	\$ 120.00 month	\$ 68.00	06-01-91

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<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
187950	Pacific Outdoor Advertising (Gannett Outdoor Co., Inc.)	\$ 60.00 month	\$ 34.00	06-01-91
199666	ATA International, Inc.	\$ 504.00 year	\$ 149.13	09-01-90
147411	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 231.00 month	\$ 130.90	06-01-91
187984	Pacific Outdoor Advertising Co. (Gannett Outdoor Co., Inc.)	\$ 60.00 month	\$ 34.00	06-01-91
200994	Gateway Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 1,395.00 year	\$ 611.51	11-21-90
143925 *	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 929.00 month	\$ 315.86	06-01-91
187151 **	Independent Outdoor Advertising Inc. (Metropolitan Outdoor Advertising)	\$ 558.00 year	\$ 269.06	06-01-91
147294	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 77.00 month	\$ 43.63	06-01-91
200990	Gateway Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 558.00 year	\$ 246.13	11-22-90
145947 **	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 231.00 month	\$ 43.63	06-01-91
110794	Pacific Outdoor Advertising Company (Gannett Outdoor Co., Inc.)	\$ 79.00 month	\$ 44.77	06-01-91
148710 *	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 77.00 month	\$ 43.63	06-01-91
161176	Pacific Outdoor Advertising Co. (Gannett Outdoor Co., Inc.)	\$ 79.00 month	\$ 2.55	05-15-91

* A photocopy of the agreement has been provided in place of the original agreement.

** Rental proration figure based on number of signs or portion of the lease area (as applicable), only some of which are located on the 40-foot corridor sale area being conveyed to the LACTC. Rental amount shown is the portion of the total amount of rental under the lease attributable to the signs or lease area (as applicable) located on the 40-foot corridor sale area (based upon an equal amount of rental for each sign or square feet of lease area (as applicable)).

<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
201118 **	Calleguas Municipal Water District	\$ 480.00 year	\$ 174.58	12-07-90
150882 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
151517 **	Shell Oil Company	\$ 25.00 year	\$ 1.73	08-18-90
058859 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
176350 **	Southern California Gas Company	\$ 85.00 year	\$ 22.54	02-11-91
207785 **	Department of Water and Power, The City of Los Angeles	\$ 85.00 year	\$ 17.05	12-14-90
147207 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
153507 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
190621 **	Southern California Gas Company	\$ 85.00 year	\$ 29.25	04-24-91
114364 **	Southern California Gas Company and Southern Counties Gas Company of California (Southern California Gas Company)	\$ 35.00	\$ 1.19	05-14-91
108899 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
096189 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
105386 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
092360 **	Los Angeles Metropolitan Airport	\$ 111.00 year	\$ 24.02	09-01-90
108939 **	Southern California Gas Company	\$ 85.00 year	\$ 24.87	03-08-91
157923 **	Shell Oil Company	\$ 6,557.00 year	\$ 2,306.63	05-01-91
205475 **	United Cable T.V.	\$ 85.00 year	\$ 1.77	07-03-90

* A photocopy of the agreement has been provided in place of the original agreement.

** Rental proration figura based on number of signs or portion of the lease area (as applicable); only some of which are located on the 40-foot corridor sale area being conveyed to the LACTC. Rental amount shown is the portion of the total amount of rental under the lease attributable to the signs or lease area (as applicable) located on the 40-foot corridor sale area (based upon an equal amount of rental for each sign or square feet of lease area (as applicable)).

<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
146739 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
122436 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
075854 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
205456 **	United Cable Television of Los Angeles, Inc.	\$ 85.00 year	\$ 33.91	06-13-91
206616 **	United Cable Television	\$ 85.00 year	\$ 24.68	03-06-91
069334 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
145262 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
073983 **	Southern California Gas Company	\$ 85.00 year	\$ 27.11	04-01-91
113897 **	Southern California Gas Company	\$ 25.00 year	\$ 3.49	02-24-91

Private Roadways/Access

174198	Serv-A-Portion, Division of De Giorgio Corporation	\$ 418.00 year	\$ 255.38	01-23-91
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Easements

167344 **	Anheuser-Busch Incorporated	\$ 10.00 year	\$ 0.70	08-17-90
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TOTAL PRORATED RENTS TO BE CREDITED TO PURCHASER
LOS ANGELES COUNTY

\$ 10,973.01

Calculations based on 17 days remaining in June (14 through 30)

* A photocopy of the agreement has been provided in place of the original agreement.

** Rental proration figure based on number of signs or portion of the lease area (as applicable), only some of which are located on the 40-foot corridor sale area being conveyed to the LACTC. Rental amount shown is the portion of the total amount of rental under the lease attributable to the signs or lease area (as applicable) located on the 40-foot corridor sale area (based upon an equal amount of rental for each sign or square feet of lease area (as applicable)).

EXHIBIT B
Security Deposits

VENTURA MAIN LINE CORRIDOR
Ventura/Los Angeles County(ies)

<u>Lease No.</u>	<u>Tenant Name</u>	<u>Security Deposit</u>	<u>Amount Credited to Purchaser</u>
207027	Gibson's Komfort Air, Inc.	\$ 350.00	\$ 350.00

36

June 13, 1991

Southern Pacific Transportation Company
1200 Corporate Center Drive, Suite 100
Monterey Park, California 91754

Attention: Robert L. Stacy
Assistant Vice President

Re: Saugus and Ventura (Los Angeles County) Properties

Gentlemen:

At your request, we are writing to memorialize a series of conversations that we had with you during the negotiation process regarding our purchase of the above-referenced parcels. During our various conversations, we informed you that the Los Angeles County Transportation Commission ("LACTC") has the power of eminent domain and that if a negotiated Purchase and Sale Agreement could not be reached, then LACTC was prepared to initiate a condemnation action against Southern Pacific Transportation Company ("SP") for the portion of the Saugus and Ventura Lines located in Los Angeles County (other than the Saugus Line Extension lying between Mile Post 449.4 and Golden Oak Road), as more fully described in the Purchase and Sale Agreement dated October 11, 1991 between LACTC and SP.

Sincerely,

LOS ANGELES COUNTY TRANSPORTATION
COMMISSION

By


Its DEPUTY EXECUTIVE DIRECTOR

37

M 81591-4

This Document was filed for recording by Stewart Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

COPY of Document Recorded
01-1288808 AUG 15 1991
Has not been compared with original.
Original will be returned when processing has been completed.
LOS ANGELES COUNTY RECORDER - ELECTRONIC/COUNTY CLERK

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Southern Pacific Transportation Company
1200 Corporate Center Drive
Suite 100
Monterey Park, California 91754
Attention: Robert L. Stacy

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EASEMENT AGREEMENT
(Gemco)**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LOS ANGELES COUNTY TRANSPORTATION COMMISSION, a county transportation commission existing under the authority of §130050 et seq. of the California Public Utilities Code ("Grantor"), hereby grants, assigns, conveys and transfers unto SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, and its successors and assigns ("Grantee"), a perpetual nonexclusive easement (the "Access Easement") on, over, across, under and through the property described on Exhibit A attached hereto, for use solely as a private roadway to allow emergency ingress to and egress from the property which is adjacent to and north of the Access Easement (the "Benefitted Property"). For purposes of this Agreement, the term "emergency" shall mean risk of loss or injury to life or property, unless otherwise required by any governmental authority having jurisdiction over the Access Easement. Access to and over the Access Easement from the southern end of the Access Easement shall be restricted by a gate or other barrier, the nature and location of which shall comply with (i) any requirements of any governmental authority having jurisdiction over such emergency road and (ii) any reasonable requirements of Grantor. Grantee, at its own cost and expense, shall construct and maintain such access road and gate or barrier, together with any other improvements related thereto (the "Emergency Improvements"), all as may be required by any governmental authority (or, as provided above, by Grantor) to provide emergency access to the Benefitted Property. Grantee and its employees and contractors shall also have the right to use the Access Easement for the purpose of construction and maintenance of any Emergency Improvements; provided, however that Grantee shall, whenever practical, give to Grantor ten

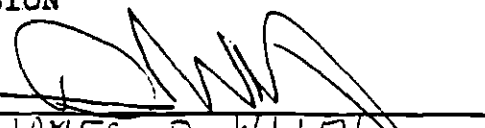
days' advance written notice of any intended entry upon the Access Easement for construction or maintenance purposes and Grantee shall in any event conduct such construction and maintenance so as to avoid any unnecessary interference with Grantor's activities, including passenger rail service, on the Access Easement. The Access Easement shall be for use by the owners of the Benefitted Property and shall run with and benefit the Benefitted Property; provided, however, that the Access Easement shall terminate if and when Grantee is no longer required by any governmental authority to maintain such emergency access. Grantor shall not erect or maintain any permanent structures or improvements on the Access Easement which would obstruct or interfere with the intended use of the Access Easement. Grantor makes no warranties with regard to the Access Easement, except that Grantor covenants to Grantee that at the time of the execution of this Agreement, the Access Easement is free from encumbrances done, made, or suffered by Grantor or any person claiming under Grantor.

Grantee shall indemnify, defend and hold Grantor harmless from and against any and all demands, claims, causes of action or judgments, and all reasonable expenses (including without limitation, reasonable attorneys' fees) incurred in connection with any injury to person, loss of life or damage to property arising out of the existence of the Access Easement or the construction, maintenance, existence, use or misuse of the Emergency Improvements, except as caused solely by Grantor's negligence.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of August 13, 1991.

GRANTOR:

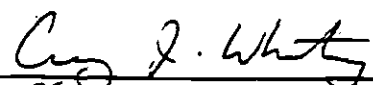
LOS ANGELES COUNTY TRANSPORTATION
COMMISSION


By: 
Name: JAMES D. WILEY
Title: Senior Manager of Real Estate

GRANTEE:

ATTEST:

SOUTHERN PACIFIC TRANSPORTATION
COMPANY, a Delaware corporation

By: 
Name: CRAG J. WHITE
Title: Asst. Secretary

By: 
Name: S.S. STEEL
Title: VICE-PRESIDENT

[SEAL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On August 13, 1991, before me, a Notary Public in and for said County and State, personally appeared S.D. STEEL and CRAIG J. WHITNEY, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as the Vice President and Assistant Secretary, respectively, of SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Barbara L. Bruce
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On August 13, 1991, before me, a Notary Public in and for said County and State, personally appeared JAMES D. WILSON personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the SR. VICE PRESIDENT of LOS ANGELES COUNTY TRANSPORTATION COMMISSION, the county transportation commission that executed the within instrument pursuant to a resolution of its board of commissioners.

WITNESS my hand and official seal.



Angelina M. Bell
Notary Public

EXHIBIT "A"RESERVED EMERGENCY ACCESS EASEMENT
(GEMCO)

A parcel of land situated in the City of Los Angeles, County of Los Angeles, State of California, being a portion of the land described fourth in deed dated July 21, 1902, from the Los Angeles Farming and Milling Company to the Southern Pacific Railroad Company, recorded August 26, 1902, in Book 1634 of Deeds, page 94, records of said County, described as follows:

Commencing at the point of intersection of the easterly line of the land described in Easement dated September 12, 1950 from the Southern Pacific Railroad Company, et. al. to the Los Angeles Flood Control District, recorded in Official Records 35202, page 424, records of said County, with the center line of the main track of the Southern Pacific Transportation Company; thence easterly, along said center line of main track, 530 feet, more or less, to Engineer's Station 564 + 51.36 of said center line; thence southerly, at right angles from said center line of main track, 50 feet to a point in the southerly line of the land described in said deed and the actual point of beginning of the parcel of land to be described; thence westerly, along said southerly line, 35 feet; thence on a tangent curve concaved northwesterly, having a radius of 25 feet, a central angle of 90° and an arc length of 39.27 feet to a point of tangency; thence northerly, on a line perpendicular to said southerly line, 15 feet to a point in a line parallel with

7nd
6/25/91

and distant 40 feet northerly, measured at right angles from said southerly line; thence easterly, along said parallel line, 20 feet to a point in a line perpendicular to said southerly line of land described fourth in said deed dated July 21, 1902; thence southerly, along last said perpendicular line, 15 feet; thence on a tangent curve concaved northeasterly, having a radius of 25 feet, a central angle of 90° and an arc distance of 39.27 feet to a point in said southerly line; thence westerly, along said southerly line, 35 feet to the actual point of beginning.

38

M 81591-4
This Document was filed for recording by
Stewart Title as an accommodation only.
It has not been examined as to its exe-
cution or as to its effect upon the title.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Southern Pacific Transportation Company
1200 Corporate Center Drive
Suite 100
Monterey Park, California 91754
Attention: Robert L. Stacy

COPY of Document Recorded

AUG 15 1991

91-1288807
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTER - REGISTER COUNTY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT
(Raymer)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LOS ANGELES COUNTY TRANSPORTATION COMMISSION, a county transportation commission existing under the authority of §130050 et seq. of the California Public Utilities Code ("Grantor"), hereby grants, assigns, conveys and transfers unto SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, and its successors and assigns ("Grantee"), a perpetual nonexclusive easement (the "Access Easement") on, over, across, under and through the property described on Exhibit A attached hereto, for use solely as a private roadway to allow ingress to and egress from the property which is adjacent to and north of the Access Easement (the "Benefitted Property"). Grantee, at its own cost and expense, shall construct and maintain such access road and any safety devices (including safety devices designed to preclude use of the roadway to cross Grantor's rail tracks during or immediately before use of such tracks by any train or other rail vehicle) and other improvements related thereto (the "Improvements"). Grantee and its employees and contractors shall also have the right to use the Access Easement for the purpose of construction and maintenance of any Improvements; provided, however that Grantee shall, whenever practical, give to Grantor ten days' advance written notice of any intended entry upon the Access Easement for construction or maintenance purposes and Grantee shall in any event conduct such construction and maintenance so as to avoid any unnecessary interference with Grantor's activities, including passenger rail service, on the Access Easement. The Access Easement shall be for use by the owners of the Benefitted Property from time to time, and their respective


employees, contractors, lessees, licensees, invitees and guests, and shall run with and benefit the Benefitted Property. Grantor shall not erect or maintain any permanent structures or improvements on the Access Easement which would obstruct or interfere with the intended use of the Access Easement. Grantor makes no warranties with regard to the Access Easement, except that Grantor covenants to Grantee that at the time of the execution of this Agreement, the Access Easement is free from encumbrances done, made, or suffered by Grantor or any person claiming under Grantor.

Grantee shall indemnify, defend and hold Grantor harmless from and against any and all demands, claims, causes of action or judgments, and all reasonable expenses (including without limitation, reasonable attorneys' fees) incurred in connection with any injury to person, loss of life or damage to property arising out of the existence of the Access Easement or the construction, maintenance, existence, use or misuse of the Improvements, except as caused solely by Grantor's negligence.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of August 13, 1991.

GRANTOR:


LOS ANGELES COUNTY TRANSPORTATION
COMMISSION

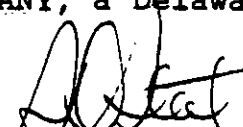
By: 
Name: JAMES D. WILEY
Title: Senior Manager of Real Estate

GRANTEE:

SOUTHERN PACIFIC TRANSPORTATION
COMPANY, a Delaware corporation

ATTEST:

By: 
Name: CARY J. WHITNEY
Title: Asst. Secretary

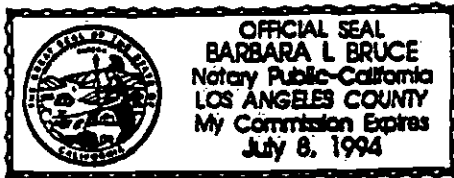
By: 
Name: S.D. STEEL
Title: VICE - PRESIDENT

[SEAL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On August 13, 1991, before me, a Notary Public in and for said County and State, personally appeared S.D. STEEL and CRAIG J. WHITNEY personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as the Vice President and Assistant Secretary, respectively, of SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

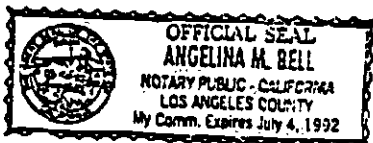


Barbara L. Bruce
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On August 13, 1991, before me, a Notary Public in and for said County and State, personally appeared JAMES D. WILLEV, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the SR. MGR. REAL ESTATE of LOS ANGELES COUNTY TRANSPORTATION COMMISSION, the county transportation commission that executed the within instrument pursuant to a resolution of its board of commissioners.

WITNESS my hand and official seal.



Angelina M. Bell
Notary Public

MA
6/24/91

EXHIBIT "A"

RESERVED ACCESS EASEMENT
(RAYMER)

A parcel of land situated in the City of Los Angeles, County of Los Angeles, State of California, being a portion of the land described in deed dated July 21, 1902, from the Los Angeles Farming and Milling Company to the Southern Pacific Railroad Company, recorded August 26, 1902, in Book 1634 of Deeds, page 94, records of said County, described as follows:

A strip of land, 50 feet in width, across that certain 40 foot wide strip of land described in deed dated June 13, 1991 from Southern Pacific Transportation Company to the Los Angeles County Transportation Commission, recorded June 14, 1991 in Official Records 91-897515 records of said County, the center line of said 50 foot wide strip of land passing perpendicularly through the center line of the main track of the Southern Pacific Transportation Company (Moorpark to Burbank) at Engineer's Station 452+80, that is distant 700 feet westerly, measured along said center line of main track, from the westerly line of that certain Easement dated February 16, 1961, from the Southern Pacific Company to the Los Angeles County Flood Control District, recorded July 14, 1961, in Official Records D1287, page 117, records of said County.