

Metro Real Estate Scanning Summary Sheet

TITLE	WEST SANTA ANA LINE (LOS ANGELES COUNTY) PURCHASE AND SALE AGREEMENT (w/Summary Sht)
CUSTOMER NAME	
THOMAS GUIDE COORDINATES	
ASSESSOR PARCEL NUMBER	
CONTRACT NUMBER	
CATEGORY	RAILROAD ACQUISITION DOCS
EXECUTION DATE	February 8, 1991
NOTES	NON-BILLING - ACTIVE. P&SA betw. LACTC & SPTC incl'n Transfer Docs (Grant Deed incl'n nortary, Exh. A & B, + Cert of Accept dated 2/7/91, Quit Claim Deed , AA&IA leases & other Agmts - W.Sta Ana - LAC . . .), Title Ins. Docs (not incl'd herein/NIH), Org. & Auth'n Docs SPTC (NIH), Opinions (SPTC & LA Cty Counsel dated 2/8/91), Gen. Matters (4th Amend'mt to P&SA, Enviro. Agmt's, Ltr re clin-up of W. Sta Ana Ln-LAC, Settlemt Stmtms dated 2/7/91. . .) Post Closing (NIH - e.g., World Title Policies for W.Sta Ana Branch)

CLOSING DATED FEBRUARY 8, 1991

pursuant to

**PURCHASE AND SALE AGREEMENT
between
LOS ANGELES COUNTY TRANSPORTATION COMMISSION
and
SOUTHERN PACIFIC TRANSPORTATION COMPANY**

with respect to

**West Santa Ana Line
(Los Angeles County)**

MAJOR DOCUMENTS

A. TRANSFER DOCUMENTS

1. Grant Deed in favor of LACTC with acceptance executed by LACTC and legal descriptions attached as Exhibit A
2. Quitclaim Deed in favor of LACTC with acceptance executed by LACTC and legal descriptions attached as Exhibit A
3. Assignment, Assumption and Indemnification Agreement in favor of LACTC with Exhibit A listing Leases and Other Agreements
4. Receipt for originals of Leases and Other Agreements (not included herein)
5. Assignment of Warranties and Guaranties in favor of LACTC (not included herein)
6. Certified Rent Roll in favor of LACTC and copies of all notices of default (not included herein)
7. Notice to all tenants of transfer of ownership in favor of LACTC (not included herein)
8. List of tenant security deposits and assignment of security deposits and prepaid rents in favor of LACTC [there are none] (not included herein)
9. List of transferable utility deposits and assignment thereof in favor of LACTC [there are none] (not included herein)
10. Pipeline Map (not included herein)

B. TITLE INSURANCE AND WIRING INSTRUCTIONS

11. Letter to LACTC regarding required wiring of purchase price (not included herein)
12. Survey or Maps colored-in to be used for the 116.1/contiguity endorsement (not included herein)
13. Recording Instructions to World Title (not included herein)
14. Wiring Instructions to Stewart Title (not included herein)

C. ORGANIZATIONAL AND AUTHORIZATION DOCUMENTS SOUTHERN PACIFIC TRANSPORTATION COMPANY

15. Good Standing Certificate of the Secretary of State of Delaware (not included herein)
16. Affidavit that Seller is not a foreign person in compliance with IRC § 1445(b)(20) in favor of LACTC (not included herein)
17. Certificate of Secretary authorizing execution of Grant Deed and Quitclaim Deed in favor of LACTC (not included herein)

D. OPINIONS

18. Opinion of Southern Pacific
19. Opinion of Los Angeles County Counsel

E. GENERAL MATTERS

20. Fourth Amendment to Purchase and Sale Agreement
21. Agreement regarding Environmental Matters (West Santa Ana Line -- Los Angeles County)
22. Letter Agreement regarding cleanup of debris along West Santa Ana Line -- Los Angeles County
23. Settlement Statements executed by Southern Pacific and/or LACTC including proration of rents, common area maintenance charges and other income from property being transferred

F. POST CLOSING

24. Title Policy from World Title

41232D11

COPY

RECORDING REQUESTED BY

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

AND WHEN RECORDED MAIL TO:

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

MAIL TAX STATEMENTS TO:

Los Angeles County Transportation Commission
818 West Seventh Street, Suite 1100
Los Angeles, California 90017
Attention: Mr. James D. Wiley

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
(West Santa Ana -- Los Angeles County)

This instrument is exempt from
Recording Fees (Govt. Code
§27383) and from Documentary
Transfer Tax (Rev. & Tax Code
§11922)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("Grantor"), hereby sells, transfers, grants and conveys to LOS ANGELES COUNTY TRANSPORTATION COMMISSION, a county transportation commission existing under the authority of §130050 et seq. of the California Public Utilities Code ("Grantee"), all of Grantor's right, title and interest in and to (a) the land located in the County of Los Angeles, State of California, as more particularly described in Exhibit A attached hereto (the "Land"); (b) all buildings, structures and other improvements on the Land, including all railroad tracks and related facilities (including rail and fastenings, switches and frogs, bumpers, ties, ballast, signaling devices and roadbed), and all structures and other improvements necessary for the use or support of any such railroad tracks or related facilities (including bridges, tunnels, culverts,

grading, embankments, dikes, pavements and drainage facilities) (collectively, the "Improvements"); (c) all fixtures that Grantor owns and uses in the operation and maintenance of the Land and the Improvements; and (d) all appurtenances to the foregoing property (the Land, the Improvements, such fixtures and such appurtenances being referred to herein collectively as the "Property"), subject to the Permitted Exceptions (as defined in the Purchase and Sale Agreement, as defined below).

Grantor excepts from the Property hereby conveyed and reserves unto itself, its agents and its successors and assigns a perpetual, non-exclusive easement (the "Pipeline Easement") located as described in Exhibit B attached hereto (the "Pipeline Easement Property"). Grantor shall have the right to own, reconstruct, maintain, operate, replace, use and/or remove existing pipelines and related equipment (the "Pipeline Improvements") on, through, across, under and over the Pipeline Easement Property, subject to the terms and conditions herein set forth. All Pipeline Improvements presently existing on or hereafter constructed on the Pipeline Easement Property shall remain the personal property of Grantor. Grantor shall be entitled to all revenues derived from all current and future agreements to which Grantor is a party affecting the Pipeline Easement or the Pipeline Improvements.

The owner of the Pipeline Easement (the "Pipeline Easement Owner") shall have the right at any time and from time to time, upon reasonable notice, to maintain, reconstruct, rebuild, replace and renew in kind Pipeline Improvements on the Pipeline Easement Property; provided however that the Pipeline Easement Owner shall not change the nature of the goods or supplies transported through the Pipeline Improvements or increase the size or capacity of the Pipeline Improvements.

Pipeline Improvements shall be constructed, operated and maintained in accordance with plans, specifications and procedures approved by the owner of the Pipeline Easement Property (the "Servient Owner"), in its reasonable discretion, in advance of construction, operation and maintenance and shall be constructed, operated and maintained in good and workmanlike manner in accordance with all requirements of any governmental agency having jurisdiction thereof. The Servient Owner shall not unreasonably withhold or delay its approval of any plans, specifications and procedures by the Pipeline Easement Owner. Any disapproval shall specify the reasons therefore in reasonable detail.

All necessary permits for such construction shall be obtained by the Pipeline Easement Owner at the Pipeline Easement Owner's sole expense. The Pipeline Easement Owner shall install and maintain monuments and markers in form and size reasonably approved by the Servient Owner marking the location of the Pipeline Improvements, changes in direction of such improvements, and on each side of grade crossings, at the Pipeline Easement

Owner's sole cost and expense. All work upon or in connection with constructing Pipeline Improvements on the Pipeline Easement Property shall be done at such times and in such manner as not to interfere in any material manner with the railroad operations of the Servient Owner or any person operating under the authority of the Servient Owner, any fiber optic or other communications systems and related facilities owned by the Servient Owner or any person operating under the authority of the Servient Owner, or any pipelines and related facilities owned by the Servient Owner or any person operating under the authority of the Servient Owner. The Pipeline Easement Owner shall give the Servient Owner five business days' prior written notice before entry upon the Pipeline Easement Property by Pipeline Easement Owner or its designated contractors or agents or by any necessary or incidental vehicles, work equipment, machinery and other movable structures for purposes in connection with the easements reserved in the Pipeline Easement Property and prior to the commencement of any work on the Pipeline Easement Property and shall comply with all reasonable rules and regulations promulgated by the Servient Owner with respect to such construction activities.

Access over, upon, to, from and across the Pipeline Easement Property and exercise of the Pipeline Easement shall be at the sole risk and expense of Pipeline Easement Owner, its designated contractors, lessees, sublessees, licensees, agents, and employees. Pipeline Easement Owner shall hold harmless, indemnify and defend the Servient Owner from and against (i) any claim by or liability to any person or entity arising out of or in connection with exercise of the Pipeline Easement by Pipeline Easement Owner, its designated contractors, lessees, sublessees, licensees, agents, and employees, and (ii) any loss of or damage to the property of the Servient Owner arising out of or in connection with exercise of the Pipeline Easement by Pipeline Easement Owner, its designated contractors, lessees, sublessees, licensees, agents, and employees, except for claims, liabilities, loss or damage caused by the Servient Owner's negligence or willful misconduct.

The Servient Owner shall have no liability to the Pipeline Easement Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees for (i) any claim by or liability to any such person or entity arising out of or in connection with the use of, or activities upon, the Pipeline Easement Property by the Servient Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees, or (ii) any loss of or damage to the property of Pipeline Easement Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees, including, without limitation, the Pipeline Improvements, arising out of or in connection with the use of, or activities upon, the Pipeline Easement Property by the Servient Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees, except in each case as such claim, liability, loss or damage is the result of the negligence or willful misconduct of

the Servient Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees. In no case shall the Servient Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees be liable to the Pipeline Easement Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees for consequential, special, indirect or incidental damages even if the Servient Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees are or have been advised of the possibility of the same.

Prior to exercising any rights to construct additional Pipeline Improvements, Pipeline Easement Owner shall obtain or extend at its sole expense general liability insurance naming the Servient Owner as an additional insured with respect to and to the extent of the exercise of such rights upon such terms and in such amounts as are reasonable and customary and issued by companies reasonably approved by the Servient Owner. The Servient Owner shall be furnished with a certificate of each policy required to be provided by Pipeline Easement Owner.

If the Servient Owner reasonably desires to have a portion of any Pipeline Improvements located on the Pipeline Easement Property relocated in order to utilize land covered by the Pipeline Easement Property for (i) the operation of passenger rail service thereon, (ii) a passenger terminal, or (iii) parking to serve passenger rail customers, the Servient Owner shall notify the Pipeline Easement Owner of such desire in writing specifying in reasonable detail (A) the nature and extent of the proposed use, (B) the legal description of the portion of the Pipeline Easement Property on which relocation is being requested, (C) the date upon which the Servient Owner desires the relocation of such improvements to be completed, (D) the legal description of a proposed alternate easement (the "Alternative Easement") (which shall provide the Pipeline Easement Owner the ability to maintain continuous communications and/or utility connections, as applicable, across the Property which are not substantially less convenient than is provided by the existing Pipeline Easement Property), (E) evidence establishing that the Servient Owner has the legal right to convey to the Pipeline Easement Owner an easement over the Alternative Easement, (F) a draft instrument in form and substance reasonably satisfactory to the Pipeline Easement Owner granting the Pipeline Easement Owner an easement over the Alternative Easement, and (G) a copy of the latest plans and specifications for the project proposed by the Servient Owner which requires such relocation.

Within four months after receiving the notice and documents specified above, the Pipeline Easement Owner shall, at its sole cost and expense, relocate any Pipeline Improvements located on the specified portion of the Pipeline Easement Property to the Alternative Easement and shall quitclaim to the Servient Owner all of its right, title and interest in the portion of the Pipeline Easement Property from which such

improvements have been relocated. Notwithstanding the foregoing, the Pipeline Easement Owner shall not be required to relocate any Pipeline Improvements more than one time.

Grantor excepts from the Property hereby conveyed and reserves unto itself and its successors and assigns all minerals and mineral rights, interests and royalties, including without limitation, all oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals of whatever kind or character, whether now known or hereafter discovered, in and under the Land below a depth of 500 feet under the surface without regard to the manner in which the same may be produced or extracted from the Land, but without any right to enter upon or through the surface down to 500 feet below the surface to extract, drill, explore or otherwise exploit such minerals or mineral rights and without any right to remove or impair lateral or subjacent support.

This Grant Deed is given and accepted pursuant to a certain Purchase and Sale Agreement between Grantor and Grantee dated October 11, 1990, as heretofore amended (the "Purchase and Sale Agreement"), and the representations, warranties and other provisions thereof are incorporated herein by this reference and shall survive the recordation hereof. Except as expressly set forth in the Purchase and Sale Agreement, Grantor makes no warranties, promises, understandings or representations, express or implied, relating to the Property.

IN WITNESS WHEREOF, Grantor has set its hand and seal this 7 day of February, 1991.

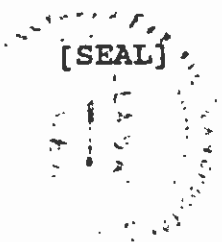
GRANTOR:

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation

ATTEST:

By: *William H. Papp, Jr.*
Printed Name: William H. Papp, Jr.
Its: Assistant Secretary

By: *J. D. Steer*
Printed Name: J. D. Steer
Its: VICE PRESIDENT

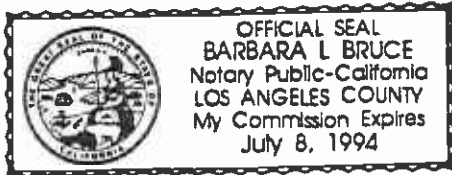


STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On FEBRUARY 7th, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared S.D. STEEL and WILLIAM H. BRUCE, JR., 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



Our No. 360467

EXHIBIT A

PARCEL 1

A parcel of land situated in the County of Los Angeles, State of California, being all of the land described in that certain Decree of the Superior Court of the State of California in and for the County of Los Angeles, Los Angeles Inter-Urban Railway Company (Plaintiff) vs. G.W. Phelon, et ux. (Defendant), recorded May 10, 1905, in Book 2269 of Deeds, Page 317, Records of said County, and more particularly described therein as follows:

"That certain strip of land one hundred twenty (120) feet in width, situate in the County of Los Angeles, State of California, and being a portion of that certain Tract of land in Lot Eight (8) of the Slauson Tract, as shown on map of said Tract, recorded in Book 3 of Miscellaneous Records of Los Angeles County, California, at Page 348 thereof, conveyed by Homer W. Judson and Martha C. Judson his wife to G. W. Phelon and Annie E. Phelon his wife by deed recorded in Book 1468 of Deeds, records of Los Angeles County, California, at Page 137 thereof, said strip of land being more particularly described as being sixty (60) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway, to wit:

Beginning at Railway Survey Station 652+58.20 of the surveyed center line of the Los Angeles Inter-Urban Railway, said station being in the Westerly line of Lot Eight (8) of the above mentioned Slauson Tract, and South 19° 15' West along the Westerly line of said Lot Eight (8), forty-nine and two tenths (49.2) feet from the North West corner of said Lot Eight (8); thence from said point of beginning South 62° 28' East, fifteen hundred seventy nine and seventy five hundredths (1579.75) feet to Railway Survey Station 668+37.95 of the surveyed center line of the Los Angeles Inter-Urban Railway, said last mentioned station being in the Easterly line of Lot Eight (8) of the above mentioned Slauson Tract, and South 17° 00' West, two hundred seventy three (273) feet from the Northeast corner of said Lot Eight (8)."

EXCEPTING from the above described parcel those portions thereof included within certain parcels described in the following Condemnations:

Parcel 71400 described in the Order for Possession of Superior Court Case for the County of Los Angeles No. C 538201, State of California (Plaintiff) vs. Southern Pacific Transportation Company, et al. (Defendants). Date of Possession December 1, 1986.

Parcels 72461, 72463 and 72464, described in the Order for Possession of Superior Court Case for the County of Los Angeles No. C 538202, State of California (Plaintiff) vs. Mary Martin, et al. (Defendants). Date of Possession December 1, 1986.

V-124-9/6 Par. # 2
V-124-9/7 Par. # 4

JMS
12/11/90

Our No. 360468-58

PARCEL 2

All of the land described in deed dated September 23, 1905, from Horatio J. Kent, et ux., to The Los Angeles Inter-Urban Railway Company, recorded November 17, 1905, in Book 2463 of Deeds, Page 250, Records of Los Angeles County, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width, situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lots Eight (8) Nine (9) and Ten (10) in Block Two (2) of the California Cooperative Colony Tract as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Pacific Electric Railway, (now Los Angeles Inter-Urban Railway), to wit:

Beginning at Railway Survey Station 673+61.10 of the surveyed center line of the Pacific Electric Railway, (now Los Angeles Inter-Urban Railway), as shown on the Plat hereto attached and made a part hereof, said station being in the Westerly line of Lot Ten (10) of above mentioned Block Two (2) and Southerly two hundred sixteen and three tenths (216.3) feet, a little more or less from the Northwest corner of said Lot Ten (10); thence from said point of beginning South 62° 28' East, fourteen hundred sixty seven and nine tenths (1467.9) feet to Railway Survey Station 688+29 of the surveyed center line of the Pacific Electric Railway, as shown on above mentioned Plat, said last mentioned station being in the Easterly line of Lot Eight (8) of above mentioned Block Two (2) and Northerly eighty six and six tenths (86.6) feet, a little more or less from the Southeast corner of said Lot Eight (8).

Together with all interest in the abutting street to the center line thereof, in front of and adjoining said above described strip of land."

Our No. 360469

PARCEL 3

A strip of land one hundred twenty (120) feet in width, situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lot One (1) in Block Two (2) of the California Cooperative Colony Tract as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California, at Pages 15 and 16 thereof, said strip of land being more particularly described as being sixty (60) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway, as said center line is described in deed dated March 24, 1904, from Harry B. Blakeley, et ux., to the Los Angeles Inter-Urban Railway Company, recorded February 6, 1906, in Book 2609 of Deeds, Page 7, Records of said County:

Beginning at Railway Survey Station 668+38.56 of the surveyed center line of the Los Angeles Inter-Urban Railway, said station being in the Westerly line of above mentioned Lot One (1) and Northerly ten hundred fifty nine and sixty two hundredth (1059.62) feet, a little more or less, from the Southwest corner of said Lot One (1) thence from said point of beginning, South 62° 28' East five hundred twenty three and thirty eight hundredths (523.38) feet to Railway Survey Station 673+61.94 of the surveyed center line of Los Angeles Inter-Urban Railway, said last mentioned station being in Westerly line of Lot Ten (10) in said Block Two (2) and Southerly two hundred fifteen and forty four (215.44) feet, a little more or less from the Northwest corner of said Lot Ten (10).

The side lines of said 120 foot wide strip of land terminate in said Westerly line of Lot 1 in Block 2 and in said Westerly line of Lot 10 in Block 2.

Our No. 360470

PARCEL 4

All of the land described in deed dated April 17, 1905, from Mary E. Wilson, et vir., to the Los Angeles Inter-Urban Railway Company, recorded May 16, 1905, in Book 2308 of Deeds, Page 139, Records of Los Angeles County, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width, situate in the County of Los Angeles, State of California, and being a portion of Lots Seven (7) and Eight (8) in Block Three (3) of the California Cooperative Colony Tract, as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California, at Page 15 thereof said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway to wit:

Beginning at Railway Survey Station 690+17.37 of the surveyed center line of the Los Angeles Inter-Urban Railway, said Railway Survey Station being in the North line of above mentioned Lot Seven (7) and Easterly one hundred thirteen and six tenths (113.6) feet from the point of intersection of the North line of said Lot Seven (7) with the East line of Michigan Avenue, as shown on above mentioned map of the California Cooperative Colony Tract; thence from said point of beginning South 62° 28' East, twelve hundred ninety six and nine hundredths (1296.09) feet to Railway Survey Station 703+13.46 of the surveyed center line of the Los Angeles Inter-Urban Railway, said last mentioned Railway Survey Station being in the West line of the Easterly Thirty (30) feet of above mentioned Lot Eight (8) and Northerly fifty two and thirty two hundredths (52.32) feet from the point of intersection of the West line of said Easterly thirty (30) feet of Lot Eight (8) with the South line of said Lot Eight (8)."

Our No. 366758

PARCEL 5

All of the land described in deed dated June 13, 1905, from Chas. B. McClure, et ux, to the Los Angeles Inter-Urban Railway Company, recorded June 29, 1905, in Book 2360 of Deeds, Page 79, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width, situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Three (3) of the California Co-operative Colony Tract as shown on map of said tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California, at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Pacific Electric Railway, to wit:

Beginning at Railway Survey Station 703+82.65 of the surveyed center line of the Pacific Electric Railway, said station being in the East line of the right of way of the San Pedro Los Angeles and Salt Lake Railway and Northerly nineteen and twenty six hundredths (19.26) feet a little more or less from the point of intersection of the East line of said right of way with the South line of Lot Thirteen (13) of the above mentioned Block Three (3); thence from said point of beginning South 62° 28' East nine hundred twenty seven and seventy six hundredths (927.76) feet to Railway Survey Station 713+10.41 of the surveyed center line of the Pacific Electric Railway, said last mentioned station being at the beginning of a 1° tapering curve to the right; thence Southeasterly along said 1° tapering curve to the right four hundred twenty three and thirty three hundredths (423.33) feet to Railway Survey Station 717+43.64 of the surveyed center line of the Pacific Electric Railway said last mentioned station being in the South line of Lot Eleven (11) of above mentioned Block Three (3) and Westerly forty three and eight tenths (43.8) feet a little more or less from the Southeast corner of said Lot Eleven (11).

Together with all interests in the abutting streets to the center line thereof, in front of and adjoining said above described strip of land."

M.A.
11/91WORLD
Our No. 366759-58PARCEL 6

A strip of land in the City of Paramount, County of Los Angeles, State of California, one hundred (100) feet in width being a portion of Lots One (1), Two (2) and Three (3) in Block Seven (7) of the California Cooperative Colony Tract, a map of which Tract is recorded in Book 21 of Miscellaneous Records, of Los Angeles County, California at Page 15 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of Los Angeles Inter-Urban Railway, to wit:

Beginning at Railway Survey Station 719+11.25 of the surveyed center line of the Los Angeles Inter-Urban Railway, said Railway Survey Station being the the East line of Ocean Avenue as shown on above mentioned map of the California Cooperative Colony Tract and Southerly twenty seven and ninety one hundredths (27.91) feet from the point of intersection of said East line of Ocean Avenue with the South line of a street or road shown on said map of the California Cooperative Colony Tract on the North side of above mentioned Block Seven (7); thence from said point of beginning South $58^{\circ} 33' 30''$ East fourteen hundred ninety five and eighty three hundredths (1495.83) feet to Railway Survey Station 734+07.08 of the surveyed center line of the Los Angeles Inter Urban Railway said last mentioned Railway Survey Station being in the East line of above mentioned lot three (3) and Northerly one hundred forty-three and thirty six hundredths (143.36) feet from the Southeast corner of said Lot Three (3).

11-20-90
12/11/90
B

Our No. 360472

PARCEL 7

All of the land described in deed dated January 10, 1904, from Geo. E. Hinman, et ux., to the Los Angeles Inter-Urban Railway Company, recorded January 17, 1906, in Book 2536 of Deeds, Page 216, Records of Los Angeles County, and more particularly described therein as follows:

"A triangular shaped piece or parcel of land situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California and being a portion of Lot Six (6) in Block Three (3) of the California Cooperative Colony Tract as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California at Pages 15 and 16 thereof, said triangular shaped piece or parcel of land being more particularly described as follows, to wit:

Beginning at the Southwest corner of above mentioned Lot Six (6) thence from said point of beginning Northerly along the Westerly line of said Lot Six (6) one hundred fourteen (114) feet a little more or less to a point, thence South 62° 28' East, on a line parallel to and fifty (50) feet Northeasterly from the surveyed center line of the Los Angeles Inter-Urban Railway as shown on the plat hereto attached and made a part hereof, two hundred forty six (246) feet, a little more or less to a point in the South line of above mentioned Lot Six (6) thence Westerly along the South line of said Lot Six (6) two hundred twenty (220) feet, a little more or less to the point of beginning.

Together with all interest in the abutting street to the center line thereof, in front of and adjoining said above described triangular shaped piece or parcel of land."

Our No. 360473-58

PARCEL 8

All the land described in deed dated February 2, 1904 from J.B. Lappin et ux. to Los Angeles Inter-Urban Railway Co., recorded January 17, 1906, in Book 2536, Page 218, Records of Los Angeles County, State of California, described therein as follows:

"A triangular shaped piece or parcel of land situate in the Rancho Los Cerritos in the County of Los Angeles, State of California, and being a portion of Lot Nine (9) in Block Three (3) of the California Cooperative Colony Tract as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California at Pages 15 and 16 thereof, said triangular shaped piece or parcel of land being more particularly described as follows, to wit:

Beginning at a point in the North line of Lot Nine (9) in above mentioned Block Three (3) where said North line is intersected by the West line of the right of way of the San Pedro, Los Angeles and Salt Lake Railroad, thence from said point of beginning Westerly along the North line of said Lot 9, nine and eight tenths (9.8) feet a little more or less, to a point, thence South $62^{\circ} 28'$ East on a line parallel to and fifty (50) feet Southwesterly from the surveyed center line of the Los Angeles Inter Urban Railway, as shown on the plat hereto attached and made a part hereof, eleven and three hundredths (11.03) feet, a little more or less to a point in the West line of the right of way of the San Pedro Los Angeles and Salt Lake Railroad, thence Northerly along said West line of said right of way, five and one tenths (5.1) feet, a little more or less to the point of beginning."

11-20-90
B. J. M.
12/14/90

Our No. 366760

PARCEL 9

That certain piece or parcel of land situated in the City of Paramount, County of Los Angeles, State of California, being all of the land described in deed dated January 13, 1904, from Frank Ealey, et ux., to the Los Angeles Inter-Urban Railway Company, recorded January 17, 1906, in Book 2553 of Deeds, Page 159, Records of said County and more particularly described therein as follows:

"A triangular shaped piece or parcel of land situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lot Sixteen (16) in Block Eight (8) of the California Cooperative Colony Tract as shown on map of said tract, recorded in Book 21, of Miscellaneous Records of Los Angeles County, California, at Pages 15 and 16 hereof, said triangular shaped piece or parcel of land, being more particularly described as follows, to-wit:

Beginning at the Northeast corner of Lot Sixteen (16) of above mentioned Block Eight (8); thence from said point of beginning Westerly along the North line of said Lot Sixteen (16), seventy two (72) feet, a little more or less to a point; thence South 58° 33' 30" East, on a line parallel to and fifty (50) feet Southwesterly from the surveyed centerline of the Los Angeles Inter-Urban Railway eighty four (84) feet, a little more or less to a point in the Easterly line of said Lot Sixteen (16); thence Northerly along the Easterly line of said Lot Sixteen (16), forty one (41) feet a little more or less to the point of beginning".

Together with all interests in the abutting streets to the centerline thereof, in front of and adjoining said above described triangular shaped piece or parcel of land.

Our No. 366700

PARCEL 10

All the land described in a deed dated December 19, 1904 from Jas. W. Staas et ux, to Pacific Electric Railway Company, recorded May 2, 1906, in Book 2641, Page 286 of Deeds, Records of the County of Los Angeles, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width, situate in Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lot Fourteen (14) in Block Seven (7) of the California Cooperative Colony Tract, as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California, at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Pacific Electric Railway, to wit:

Beginning at railway survey station 734 + 06.90 of the surveyed center line of the Pacific Electric Railway, as shown on the plat hereto attached and made a part hereof, said station being in the West line of Lot Fourteen (14) in above mentioned Block Seven (7) and Northerly one hundred forty-three and two-tenths (143.2) feet a little more or less from the Southwest corner of said Lot Fourteen (14); thence from said point of beginning South 58° 33' 30" East, two hundred seventy-one and nine-tenths (271.9) feet to railway survey station 736 + 78.80 of the surveyed center line of the Pacific Electric Railway, as shown on above mentioned plat, said last mentioned station being in the South line of Lot Fourteen (14) in Easterly two hundred thirty-one and seven-tenths (231.7) feet a little more or less from the Southwest corner of said Lot Fourteen (14)."

11-20-90
21/1/90

Our No. 366701

PARCEL 11

All the land described in deed dated May 24, 1904, from Andrew Convert to Los Angeles Inter-Urban Railway Company, recorded January 17, 1906, in Book 2553, Page 162, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width, situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lots Twelve (12) and Thirteen (13) in Block Seven (7) of the California Cooperative Colony Tract, as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California, at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of Los Angeles Inter-Urban Railway, to wit:

Beginning at railway survey station 736 + 78.8 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on the plat hereto attached and made a part hereof, said station being in the North line of Lot Thirteen (13) in above mentioned Block Seven (7), and Easterly two hundred thirty-one and seven-tenths (231.7) feet, a little more or less from the Northwest corner of said Lot Thirteen (13); thence from said point of beginning South 58° 33' 30" East twelve hundred forty-four and six-tenths (1244.6) feet to railway survey station 749 + 23.4 of the surveyed center line of Los Angeles Inter-Urban Railway, as shown on above mentioned plat, said last mentioned station being in the East line of Lot Twelve in above mentioned Block Seven (7) and Northerly two and seven-tenths (2.7) feet a little more or less from the Southeast corner of said Lot Twelve (12).

Together with all interest in the abutting street to the center line thereof, in front of and adjoining said above described strip of land."

Our No. 366702

PARCEL 12

That certain piece or parcel of land situate in the County of Los Angeles, State of California, described as follows:

All the land described in deed dated January 13, 1904, from Daniel O'Leary, et ux, to Los Angeles Inter-Urban Railway Company (now Southern Pacific Transportation Company), recorded January 17, 1906, in Book 2532, Page 236 of Deeds, records of said County, described therein as follows:

"A triangular shaped piece or parcel of land situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lot Eleven (11) in Block Seven (7) of the California Cooperative Colony Tract, as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California, at Pages 15 and 16 thereof, said triangular shaped piece or parcel of land, being more particularly described as follows, to wit:

Beginning at the Northeast corner of Lot Eleven (11) in above mentioned Block Seven (7); thence from said point of beginning Westerly along the North line of said Lot Eleven (11) ninety-one and four-tenths (91.4) feet a little more or less to a point; thence South $58^{\circ} 33' 30''$ East on a line parallel to and fifty (50) feet Southwesterly from the surveyed center line of the Los Angeles Inter-Urban Railway as shown on the plat hereto attached and made a part hereof, one hundred and eight (108) feet, a little more or less to a point in the Easterly line of above mentioned Lot Eleven (11); thence Northerly fifty-six and six-tenths (56.6) feet, a little more or less along the East line of said Lot Eleven (11) to the point of beginning.

Together with all interest in the abutting street to the center line thereof, in front of and adjoining said above described triangular shaped piece of Parcel of Land."

Our No. 366703

PARCEL 13

All of the land described in deed dated December 16, 1904 from Justin E. Cook et ux, to Pacific Electric Railway Company, recorded May 2, 1906, in Book 2653, Page 159 of Deeds, Records of the County of Los Angeles, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width, situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lots Five (5), Six (6), Seven (7) and Eight (8), in Block Six (6) of the California Cooperative Colony Tract, as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California, at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Pacific Electric Railway, to wit:

Beginning at railway survey station 749 + 94.60 of the surveyed center line of the Pacific Electric Railway, as shown on the plat hereto attached and made a part hereof, said station being on the West line of Lot Six (6) in above mentioned Block Six (6), and Southerly thirty-four and fifty-five hundredths (34.55) feet, a little more or less, from the Northwest corner of said Lot Six (6); thence from said point of beginning, South 58° 33' 30" East, fifteen hundred eighteen and twenty-five hundredths (1518.25) feet to railway survey station 765 + 12.85 of the surveyed center line of the Pacific Electric Railway, as shown mentioned plat, said last mentioned station being on the East line of Lot Eight (8) in above mentioned Block Six (6), and Northerly one hundred twenty-six and seventy-three hundredths (126.73) feet, a little more or less, from the Southeast corner of said Lot Eight (8).

Together with all interest in the abutting street to the center line thereof, in front of and adjoining said above described strip of land."

WORLD
Our No. 366704-58

19/91

PARCEL 14

All the land described in deed dated December 13, 1904, from Hattie C. Armstrong to Pacific Electric Railway Co., recorded February 8, 1906, in Book 2604, Page 41, Records of Los Angeles County, State of California, described therein as follows:

"That certain piece or parcel of land, situated in the County of Los Angeles, State of California, described as follows:

A triangular shaped piece or parcel of land, situated in the County of Los Angeles, State of California, and being a portion of that certain Ten (10) Acre Tract in Lot Nine (9) Block Six (6) of the California Cooperative Colony Tract, conveyed by Minnie P. N. White and J. F. White, her husband, to Hattie C. Armstrong by deed recorded in Book 1758 of Deeds, records of Los Angeles County, California, at Page 191 thereof, said triangular shaped piece or parcel of land being more particularly described as follows, to wit:

Beginning at railway survey station 765 + 12.85 of the surveyed center line of the Los Angeles Inter-Urban Railway, said station being in the West line of Lot Nine (9) Block Six (6) of the California Cooperative Colony Tract, as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California, at Pages 15 and 16 thereof, and North one hundred twenty-six and seventy-three hundredths (126.73) feet from the point of intersection of the West line of said Lot Nine (9) with the North line of Washington Street as shown on above mentioned map of the California Cooperative Colony Tract; thence from said point of beginning, North along the West line of above mentioned Lot Nine (9) fifty-eight and six-tenths (58.6) feet to a point; thence South 58° 33' 30" East on a line parallel to and fifty (50) feet Northeasterly from the surveyed center line of the Los Angeles Inter-Urban Railway, three hundred fifty-two and thirty-five hundredths (352.35) feet, a little more or less to a point in the North line of Washington Street as shown on above mentioned map of the California Cooperative Colony Tract; thence West along the North line of said Washington Street ninety-five and eighty-five hundredths (95.85) feet to railway survey station 767 + 52.85 of the surveyed center line of the Los Angeles Inter-Urban Railway; thence continuing West along the North line of said Washington Street two hundred four and two-hundredths (204.20) feet to the point of intersection of the North line of said Washington Street with the West line of above mentioned Lot Nine (9); thence North along the West line of said Lot Nine (9) one hundred twenty-six and seventy-three hundredths (126.73) feet to the point of beginning."

Together with all interest in the abutting street to the center line thereof, in front of and adjoining said above described strip of land.

Our No. 366705

PARCEL 15

All the land described in deed dated January 15, 1905 from Theron F. Downs to Los Angeles Inter-Urban Railway Company, recorded January 17, 1906, in Book 2532, Page 239 of Deeds, Records of the County of Los Angeles, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width, situate in Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lots Fourteen (14), Fifteen (15) and Sixteen (16), Block Eleven (11) of the California Cooperative Colony Tract, as shown on said map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California, at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway, to wit:

Beginning at railway survey station 758 + 59.46 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on the plat hereto attached and made a part hereof, said station being in the North line of Lot Sixteen (16) in above mentioned Block Eleven (11) and Easterly two hundred ninety-four and four-tenths (294.40) feet a little more or less from the Northwest corner of said Lot Sixteen (16); thence from said point of beginning South 58° 33' 30" East, eleven hundred seventy-eight and forty-four hundredths (1,178.44) feet to railway survey station 780 + 37.90 of the surveyed center line of the Los Angeles Inter-Urban Railway shown on above mentioned plat, said last mentioned station being in the East line of Lot Fifteen (15) in said Block Eleven (11) and Southerly six hundred twenty-two and twenty-five hundredths (622.25) feet a little more or less, from the Northeast corner of said Block Eleven (11).

Together with all interest in the abutting street to the center lines thereof, in front of and adjoining said above described strip of land."

Our No. 366706

PARCEL 16

All the land described in deed dated January 14, 1904 from Selma Petterson, et al. to Pacific Electric Railway Co., recorded February 1, 1906, in Book 2547, Page 202, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Cerritos, County of Los Angeles, State of California, and being a portion of Lot Twelve (12) in Block Twelve (12) of the California Cooperative Colony Tract as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County California at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Pacific Electric Railway to wit:

Beginning at Railway Survey Station 796+19.30 of the surveyed center line of the Pacific Electric Railway, said station being in the West line of Lot Twelve (12) in above mentioned Block Twelve (12) and Southerly one hundred sixty two and six tenths (162.60) feet a little more or less from the Northwest corner of said Lot Twelve (12) thence from said point of beginning South 58° 33' 30" East three hundred fourteen and two tenths (314.20) feet to Railway Survey Station 799+33.50 of the surveyed center line of the Pacific Electric Railway, said last mentioned station being in the South line of Lot Twelve (12) in above mentioned Block Twelve (12) and Easterly two hundred sixty six and six tenths (266.60) feet a little more or less from the Southwest corner of said Lot Twelve (12)."

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Our No. 366707

PARCEL 17

All the land described in deed dated May 17, 1904 from Thomas Gregory, et ux. to Los Angeles Inter-Urban Railway Co., recorded February 8, 1906, in Book 2605, Page 34, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Cerritos, County of Los Angeles, State of California, and being a portion of Lot Eleven (11) Block Twelve (12) of the California Cooperative Colony Tract as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described center line of the Los Angeles Inter-Urban Railway to wit:

Beginning at Railway Station 799+33.50 of the surveyed center line of the Los Angeles Inter-Urban Railway, said station being in the North line of Lot Eleven (11) in above mentioned Block Twelve (12) and Easterly two hundred sixty six and six tenths (266.60) feet a little more or less from the Northwest corner of said Lot Eleven (11) thence from said point of beginning South 58° 33' 30" East six hundred twenty five and eighty five hundredths (625.85) feet to Railway Survey Station 805+59.35 of the surveyed center line of the Los Angeles Inter-Urban Railway, said last mentioned station being in the South line of Lot Eleven (11) in above mentioned Block Twelve (12) and Westerly four hundred ninety four and five tenths (494.50) feet a little more or less from the Southeast corner of said Lot Eleven (11)."

WORLD
Our No. 366708-58

PARCEL 18

That certain piece or parcel of land situated in the City of Bellflower, County of Los Angeles, State of California described as follows:

All the land described in deed dated April 19, 1904, from Stephen A. Randall to Pacific Electric Railway Company, recorded February 1, 1906 in Book 2555, Page 219, Records of Los Angeles County, State of California, described therein as follows:

"A triangular shaped piece or parcel of land situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lots Seven (7) and Eight (8) in Block Thirteen (13) of the California Co-operative Colony Tract as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California at Pages 15 and 16 thereof, said triangular shaped piece or parcel of land being more particularly described as follows, to wit:

Beginning at Railway Survey Station 812+08.00 of the surveyed center line of the Pacific Electric Railway, as shown on Plat hereto attached and made a part hereof, said station being in the West line of Lot Eight (8), in the above mentioned Block Thirteen (13) and Southerly twenty three (23) feet a little more or less from the Northwest corner of said Lot Eight (8) thence from said point of beginning, Northerly along the West line of above mentioned Lots Eight (8) and Seven (7) sixty two and fifteen hundredths (62.15) feet a little more or less to a point; thence South 58° 33' 30" East on a line parallel to and fifty (50) feet Northeasterly from the surveyed center line to the Pacific Electric Railway, six hundred sixty nine and sixty five hundredths (669.65) feet a little more or less to a point in the South line of Lot Eight in above mentioned Block Thirteen (13), said last mentioned point being Easterly ninety five and eighty-six hundredths (95.86) feet a little more or less from Railway Survey Station 817+58.95 of the surveyed center line of the Pacific Electric Railway, as shown on above mentioned Plat; thence Westerly along the South line of said Lot Eight (8), five hundred sixty four and fifty six hundredths (564.56) feet a little more or less, to the Southwest corner of said Lot Eight (8); thence Northerly along the West line of said Lot Eight (8), two hundred seventy seven (277) feet, a little more or less to the point of beginning.

Together with all interest in the abutting streets to the center lines thereof, in front of and adjoining said above described piece or parcel of land."

EXCEPT that portion lying Southwesterly of a line which is parallel to and one hundred (100) feet Southwesterly (measured at right angles) from the Northeasterly boundary of said triangular parcel.

Our No. 366709

PARCEL 19

All the land described in deed dated July 7, 1905, from Geo. J. Russell to Los Angeles Inter-Urban Railway Co., recorded November 17, 1905, in Book 2458, Page 294, Records of Los Angeles County, State of California, described as follows:

A strip of land one hundred (100) feet in width situated in the Rancho Los Cerritos in the City of Bellflower, County of Los Angeles, State of California, and being a portion of Lots Four (4) and Five (5) in Block Twelve (12) of the California Cooperative Colony Tract as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described center line of the Los Angeles Inter-Urban Railway to wit:

Beginning at the Railway Survey 786+98.30 of the surveyed center line of the Los Angeles Inter-Urban Railway, said station being in the North line of Lot Four (4) in above mentioned Block Twelve (12) and Westerly seven hundred eighty six (786) feet a little more or less from the Northeast corner of said Lot Four (4), thence from said point of beginning South 58° 33' 30" East nine hundred twenty one (921) feet to Railway Survey Station 796+19.30 of the surveyed center line of the Los Angeles Inter-Urban Railway said last mentioned station being in the East line of Lot Five (5) in above mentioned Block Twelve (12) and Southerly one hundred sixty two and six tenths (162.60) feet, a little more or less from the Northeast corner of said Lot Five (5).

M.H.
1/9/91WORLD
Our No. 366710-58PARCEL 20

All the land described in deed dated August 21, 1905 from David Henderson, et al., to Los Angeles Inter-Urban Railway Company, recorded November 17, 1905, in Book 2463, Page 253, Records of Los Angeles County, State of California, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lots One (1) and Two (2) in Block Seventeen (17) of the California Cooperative Colony Tract as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed centerline of the Pacific Electric Railway, to wit:

Beginning at Railway Survey Station 818+68.15 of the surveyed centerline of the Pacific Electric Railway as shown on the plat hereto attached and made a part hereof, said station being in the North line of Lot One (1) in the above mentioned Block Seventeen (17) and Easterly five hundred sixty and seven tenths (560.7) feet a little more or less from the Northwest corner of said Lot One (1); thence from said point of beginning South 58° 33' 30" East eight hundred fifty six and fifteen hundredths (850.15) feet to Railway Survey Station 827+24.30 of the survey centerline of the Pacific Electric Railway as shown on the above mentioned plat, said last mentioned station being in the East line of Lot Two (2) in above mentioned Block Seventeen (17) and Northerly one hundred seventy nine and nine tenths (179.9) feet a little more or less from the Southeast corner of Lot Two (2).

Together with all interest in the abutting Street to the centerline thereof, in front of and adjoining said above described strip of land."

The sidelines of the above described strip of land 100 feet in width terminate in the North line of said Lot One (1) and in the East line of said Lot Two (2).

PARCEL 21

All the land described in deed dated August 21, 1905 from Agnes Henderson to Los Angeles Inter-Urban Railway Company, recorded November 17, 1905 in Book 2500, Page 141, Records of Los Angeles County, State of California, and more particularly described as follows:

A strip of land one hundred (100) feet in width, situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lot Thirty One (31) in Block Seventeen (17) of the California Cooperative Colony Tract as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County California, at Pages 15 and 16 thereof; said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of Pacific Electric Railway:

Beginning at Railway Survey Station 827+24.30 of the surveyed center line of the Pacific Electric Railway, said station being in the West line of above mentioned Lot Thirty One (31) and North one hundred seventy nine and nine tenths (179.90) feet a little more or less from the Southwest corner of said Lot Thirty One (31); thence from said point of beginning South 58° 33' 30" East three hundred thirty nine and forty three hundred (339.43) feet to Railway Survey Station 830+63.73 of the surveyed center line of the Pacific Electric Railway, said last mentioned station being in the South line of above mentioned Lot Thirty One (31) and East, two hundred eighty seven and nine tenths (287.90) feet a little more or less from the Southwest corner of said Lot Thirty One (31).

The sidelines of the above described strip of land 100 feet in width terminate in the West line and in the South line of said Lot Thirty One (31).

WORLD
Our No. 366712-58
340718

V-124-9/9 Par. 7

V-124-9/10 Par. 4

1/9/91

PARCEL 22

All the land described in deed dated November 10, 1905 from Jotham Bixby Company to Pacific Electric Land Company, recorded December 5, 1905 in Book 2474, Page 275, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land two hundred (200) feet in width situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Blocks Fifteen (15) and Seventeen (17) of the California Cooperative Colony Tract, as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California, at Pages 15 and 16 thereof, said strip of land being more particularly described as follows to wit:

Beginning at the point of intersection of the Northeasterly line of the one hundred (100) foot right of way of the Los Angeles Inter-Urban Railway Company with a line thirty (30) feet Westerly from and parallel to the Easterly line of Lot Eleven (11) in above mentioned Block Fifteen (15), thence from said point of beginning Northerly along said line thirty (30) feet Westerly from and parallel to the East line of said Lot Eleven (11) two hundred thirty five and eighty four (235.84) feet a little more or less to a point, thence North 58° 33' 30" West parallel to and two hundred (200) feet Northeasterly from the Northeasterly line of above mentioned one hundred (100) foot right of way of the Los Angeles Inter-Urban Railway Company, thirty three hundred seventy two (3372) feet a little more or less to the Southerly line of Center Street as shown in above mentioned map of the California Cooperative Colony Tract, thence Westerly along the Southerly line of said Center Street, three hundred seventy nine and thirty five hundredths (379.35) feet a little more or less to the Northeasterly line of above mentioned one hundred foot right of way of the Los Angeles Inter-Urban Railway Company, thence South 58° 33' 30" East along the Northeasterly line of said one hundred (100) foot right of way thirty eight hundred nineteen (3819) feet a little more or less to the point of beginning."

EXCEPTING from the above 200 foot wide strip of land, all the land described in deed dated July 27, 1943, from Pacific Electric Railway Company (now Southern Pacific Transportation Company), to Sigmund J. Glaser, et al, recorded August 6, 1943, in Book 20175, Page 230, Records of said County.

ALSO EXCEPTING from the above 200 foot wide strip of land, all the land described in deed dated July 21, 1944, from Pacific Electric Railway Company to Crosby W. Magnusson, et ux, recorded September 12, 1944, in Book 21247, Page 248, Records of said County.

ALSO EXCEPTING that portion of land described in deed from Southern Pacific Transportation Company to Kenneth J. Cleveland and Judy M. Cleveland, et ux, recorded December 17, 1990, as Instrument No. 90-2075402, Records of said County.

md
12/27/90

Our No. 366713-58

PARCEL 23

All the land described in deed dated March 23, 1906 from P.P. Donlay et ux to Los Angeles Inter-Urban Railway Company, recorded March 30, 1906 in Book 2636, Page 147, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width situate in Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a part of Lots Two (2) and Three (3) in Block Twelve (12) of the California Cooperative Colony Tract as shown on map of said Tract, recorded in Book 21 of Miscellaneous Records of Los Angeles County, California; at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway to wit:

Beginning at Railway Survey Station 780+96.50 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on the Plat hereto attached and made a part hereof, said station being in the West line of Lot Three (3) in above mentioned Block Twelve (12) and Northerly three hundred twenty three (323) feet, a little more or less from the Southwest corner of said Lot Three (3); thence from said point of beginning South 58° 33' 30" East six hundred one and eight tenths (601.80) feet, to Railway Survey Station 786+98.30 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on above mentioned Plat, said last mentioned station being in the South line of said Lot Three (3) and Westerly seven hundred eighty six (786) feet, a little more or less from the Southeast corner of said Lot Three (3).

Together with all interest in the abutting street to the center line thereof, in front of and adjoining said above described strip of land."

WORLD
Our No. 366714-58

PARCEL 24

All the land described in deed dated May 14, 1906 from Selma Annheim to Los Angeles Inter-Urban Railway Company, recorded May 17, 1906 in Book 2647, Page 248, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lots Nine (9) and Ten (10) in Block Twelve (12) of the California Cooperative Colony Tract as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County California at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway to wit:

Beginning at Railway Survey Station 805+59.35 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on the Plat hereto attached and made a part hereof, said station being in the North line of Lot Ten (10) in above mentioned Block Twelve (12) and Westerly four hundred ninety four and five tenths, (494.50) feet a little more or less from the Northeast corner of said Lot Ten (10) thence from said point of beginning, South 58° 33' 30" East five hundred eighty two and nine tenths (582.90) feet to Railway Survey Station 811+42.25 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on the above mentioned Plat, said last station being in the East line of Lot Ten (10) in above mentioned Block Twelve (12) and Northerly twelve (12) feet a little more or less from the Southeast corner of said Lot Ten (10).

Together with all interest in abutting street to the center line thereof, in front of and adjoining said above described strip of land."

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12/8/90

Our No. 366716

PARCEL 25

All the land described in deed dated August 21, 1905 from James Henderson to Los Angeles Inter-Urban Railway Company, recorded November 17, 1905 in Book 2473, Page 172, Records of Los Angeles County, State of California, more particularly described as follows:

A strip of land one hundred (100) feet in width situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lots Thirty (30) and Twenty Nine (29) in Block 17 of California Cooperative Colony Tract, as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Pacific Electric Railway:

Beginning at Railway Survey Station 830+63.73 of the surveyed center line of the Pacific Electric Railway, said station being in the North line of Lot Thirty (30) in above mentioned Block Seventeen (17) and East two hundred eighty seven and nine tenths (287.90) feet a little more or less from the Northwest corner of said Lot Thirty (30) thence from said point of beginning South $58^{\circ} 33' 30''$ East eleven hundred eighty one and seventy four hundredths (1181.74) feet to Railway Survey Station 842+45.47 of the Surveyed Center line of the Pacific Electric Railway said last mentioned station being on the East line of Lot Twenty Nine (29) in above mentioned Block seventeen (17) and South twelve hundred fifty three and two tenths (1253.20) feet a little more or less from the Northeast corner of said Block seventeen (17).

The side lines of the above described strip of land 100 feet in width terminates in the North line of said Lot Thirty (30) and the East line of said Lot Twenty Nine (29).

Together with all interest in the abutting street to the center line thereof, in front of and adjoining said above described strip of land.

11/13/91

Our No. 366717-58

PARCEL 26

That certain piece or parcel of land situated in the County of Los Angeles, State of California, described as follows:

All the land described in deed dated August 21, 1905 from David Henderson, et ux to Los Angeles Inter-Urban Railway Company, recorded November 17, 1905 in Book 2473, Page 170, Records of said County, and more particularly described as follows:

A Triangular shaped piece or parcel of land situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lot Twenty Eight (28) in Block Seventeen (17) of the California Cooperative Colony Tract, as per map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California at Pages 15 and 16 thereof; said triangular shaped piece or parcel of land being more particularly described as follows to wit:

Beginning at the Northeast corner of Lot Twenty Eight (28) in above mentioned Block Seventeen (17); thence from said point of beginning Westerly along the North line of said Lot Twenty Eight (28) thirty five and five tenths (35.50) feet a little more or less to a point; thence South $58^{\circ} 33' 30''$ East on a line parallel to and fifty (50) feet Southwesterly from the surveyed center line of the Pacific Electric Railway forty one and six tenths (41.60) feet, a little more or less to a point in the East line of Lot Twenty Eight (28) in above mentioned Block Seventeen (17) thence Northerly along the East line of said Lot twenty eight (28) twenty one and seven tenths (21.70) feet, a little more or less to the point of beginning.

Together with all interest in the abutting street to the center line thereof, in front of and adjoining said above described triangular shaped piece or parcel of land.

Our No. 366719

PARCEL 27

All the land described in deed dated November 21, 1905 from Jotham Bixby Co. to Los Angeles Inter-Urban Railway Company, recorded December 23, 1905 in Book 2510, Page 226, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Cerritos, in the County of Los Angeles, State of California, and being a portion of Lots One (1), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14) in Block Fifteen (15) and Lots Seven (7) and Eight (8) in Block Sixteen (16) of the California Cooperative Colony Tract as shown on map of said Tract recorded in Book 21 of Miscellaneous Records of Los Angeles County, California at Pages 15 and 16 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway to wit:

Beginning at Railway Survey Station 843+16.20 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on the Plat hereto attached and made a part hereof, said station being in the West line of the above mentioned Block Fifteen (15) at the Southwest corner of Lot (1) in said Block Fifteen (15) thence from said point of beginning South 58° 33' 30" East thirty one hundred ninety three and eighty three hundredths (3193.83) feet to Railway Survey Station 875+10.03 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on above mentioned Plat, said last mentioned station being at the beginning of one degree (1°) tapering curve to the right; thence Southeasterly along said one degree tapering curve to the right forty eight and thirty seven hundredths (48.37) feet to Railway Survey Station 875+58.40 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on above mentioned Plat, said last mentioned station being in the East line of above mentioned Rancho Los Cerritos and North 7° 30' East nine hundred eighty six and six tenths (986.60) feet a little more or less from an angle in the East line of said Rancho at or near the Southeast corner of Lot eight (8) in above mentioned Block Sixteen (16).

Together with all interest in the abutting streets to the center lines thereof, in front of and adjoining said above described strip of land."

V- 124-9/11 Par. 8
V- 124-9/10 Par. 6

ML
12/13/90

Our No. 366756-58

PARCEL 28

All the land described in deed dated November 21, 1905 from Jotham Bixby Co. to Los Angeles Inter-Urban Railway Company, recorded December 23, 1905, in Book 2525, Page 291, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes, in the County of Los Angeles, State of California and being a portion of that certain thirty four and sixty five (34.65) acre Tract of land conveyed by Thomas Gregory and Auberie Gregory to Jotham Bixby by deed recorded in Book 1748 of Deeds, Records of Los Angeles County, California, at Page 299 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of Los Angeles Inter-Urban Railway, to wit:

Beginning at Railway Survey Station 875+56.40 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on the Plat hereto attached and made a part hereof, said Station being the West line of above mentioned Rancho Los Coyotes and North 7° 30' East, nine hundred eighty six and six tenths (986.6) feet a little more or less from an angle in said Rancho line at or near the Southwest corner of above mentioned thirty four and sixty five hundredths (34.65) acre tract of land, thence from said point of beginning Southeasterly along 1° tapering curve to the right five hundred eighteen and three tenths (518.3) feet to Railway Survey Station 880+76.70 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on above mentioned plat, said last mentioned station being at the end of said 1° tapering curve to the right, thence South 53° 47' 30" East, thirty seven and fifty five hundredths (37.55) feet to Railway Survey Station 881+14.25 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on above mentioned Plat, said last station being in the East line of above mentioned thirty four and sixty five hundredths (34.65) acre tract of land and Northerly five and seven tenths (5.7) feet, a little more or less from the Northwest corner of that certain twenty seven and five hundredths (27.05) acre tract of land conveyed M.J. Mc Gaugh and Harriet Mc Gaugh his wife to W.B. Pendleton by deed recorded in Book 725 of Deeds Records of Los Angeles County California at Page 96 thereof."

12/27/90

Our No. 366750-58

PARCEL 29

All the land described in deed dated January 12, 1904, from Wm. T. Gann, et ux., to Los Angeles Inter-Urban Railway Co., recorded January 17, 1906, in Book 2540, Page 171, Records of Los Angeles County, State of California, described therein as follows:

A triangular shaped piece of parcel of land situated in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of that certain ninety one and nine hundredths (91.09) acre tract of land conveyed by Edward C. Woldeman to Wm. F. Gann, by deed recorded in Book 1229 of Deeds, Records of Los Angeles County, California at Page 256 thereof said triangular shaped piece or parcel of land being more particularly described as follows to wit:

Beginning at a point in the North line of above mentioned ninety one and nine hundredths (91.09) acre tract of land where said North line is intersected by West line of the road running North and South through the center of Section twenty six (26) Township 3 South, Range 12 West, S. B. M.; thence from said point of beginning Westerly along the North line of said ninety one and nine hundredths 91.09 acre tract of land eighty two and five tenths (82.50) feet, a little more or less; thence South $53^{\circ} 47' 30''$ East on a line parallel to and fifty (50) feet, Southwesterly from the surveyed center line of the Los Angeles Inter-Urban Railway one hundred two and five tenths (102.50) feet a little more or less to a point in the West line of above mentioned road, running North and South through the center of said Section twenty six (26); thence Northerly along the West line of said road sixty and six tenths (60.60) feet, a little more or less to the point of beginning.

Together with all interest in the abutting street to the center line thereof, in front of and adjoining said above described strip of land.

11-20
B 12/14/90

Our No. 366751

PARCEL 30

That certain piece or parcel of land situated in the County of Los Angeles, State of California described as follows:

Being all the land described in deed dated January 29, 1904 from Elijah W. Dolley et ux to Los Angeles Inter-Urban Railway Company, recorded January 17, 1906 in Book 2542, Page 217, Records of said County, described therein as follows:

"A triangular shaped piece or parcel of land situated in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of the South one half (1/2) of the Northwest quarter (1/4) of the Northwest quarter (1/4) of the Southeast quarter (1/4) of Section Twenty Six (26) T. 3 S., R. 12 W., S. B. M., said piece or parcel of land being more particularly described as follows to wit:

Beginning at the point of intersection of the South line of the South one half (1/2) of the Northwest quarter (1/4) of the Southeast quarter (1/4) of above mentioned Section Twenty Six (26) with the East line of road running North and South through the center of the above mentioned Section Twenty Six (26); thence from said point of beginning Northerly along the East line of said road forty eight (48) feet a little more or less to a point; thence South 53° 47' 30" East on a line parallel to and sixty (60) feet Northeasterly from the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on the Plat hereto attached and made a part hereof, eighty (80) feet a little more or less to a point in the South line of the South one half (1/2) of the Northwest quarter (1/4) of the Southeast quarter (1/4) of above mentioned Section Twenty Six; thence Westerly along the Southerly line of the South one half (1/2) of the Northwest quarter (1/4) of the Southeast quarter (1/4) of said Section Twenty Six (26) sixty five (65) feet a little more or less to the point of beginning.

Together with all interest in the abutting road to the center line thereof, in front of and adjoining said above described triangular shaped piece or parcel of land."

Handwritten:
12/14/90

PARCEL 31

All the land described in deed dated February 12, 1904, from Fred L. Lee, et ux. to Los Angeles Inter-Urban Railway Company, recorded December 23, 1905, in Book 2549, Page 42, of Deeds, Records of said County, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes in the County of Los Angeles, State of California and being a portion of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section Twenty Six (26) T. 3 S., R. 12 W., S.B.M., said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway to wit:

Beginning at Railway Survey Station 920+42.58 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on a Plat hereto attached and made a part hereof, said Station being in the West line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of above mentioned Section Twenty Six (26) and Northerly three hundred one and fourth tenths (301.40) feet a little more or less from the point of intersection of the West line of said Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section Twenty Six (26) with the North line of the Artesia and Clearwater Road; thence from said point of beginning South 53° 47' 30" East four hundred ninety seven and eight tenths (497.80) feet to Railway Survey Station 925+40.38 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on the above mentioned Plat, said last mentioned Station being in the North line of the Artesia and Clearwater Road and Easterly three hundred ninety nine and six tenths (399.60) feet, a little more or less from the point of intersection of the North line of said Artesia and Clearwater Road with the West line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of above mentioned Section Twenty Six (26).

Together with all interest in the abutting road to the center line thereof, in front of and adjoining said above described strip of land."

11-20-90
EB 12/19/90

Our No. 366753

PARCEL 32

All the land described in deed dated February 13, 1904 from Geo. M. Gann to Los Angeles Inter-Urban Railway Company, recorded January 17, 1906 in Book 2540, Page 169, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes in the County of Los Angeles, State of California and being a portion of the South one half (1/2) of the Northeast quarter (1/4) of Section Twenty (26) T, 3 S., R. 12 W., S.B.M., said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway to wit:

Beginning at Railway Survey Station 892+32.65 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on the Plat hereto attached and made a part hereof, said Station being in the North line of the South one half (1/2) of the Northeast quarter (1/4) of the Southwest quarter (1/4) of above mentioned Section Twenty Six (26), and Westerly nine hundred (900) feet a little more or less from the point of intersection of the North line of the South one half (1/2) of the Northeast quarter (1/4) of the Southwest (1/4) of said Section Twenty Six (26) with the Westerly line of road running North and South through the center above mentioned Station Twenty Six (26), thence from said point of beginning South 58° 47' 30" East eleven hundred sixteen and ninety five hundredths, (1116.95) feet to Railway Survey Station 903+49.6 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on above mentioned Plat, said last mentioned Station being in the South line of the South one half (1/2) of the Northeast quarter (1/4) of the Southwest quarter (1/4) of above mentioned Section Twenty Six (26) and Westerly one and fourth tenths (1.4) feet a little more or less from the point of intersection of the South line of the South one half (1/2) of the Northeast quarter (1/4) of the Southwest quarter (1/4), of said Section Twenty Six (26) with the West line of road running North and South through the center of said Section Twenty Six (26).

Together with all interest in the abutting road to the center line thereof, in front of and adjoining said above described strip of land."

11/10/91

WORLD
Our No. 366754-58

PARCEL 33

All the land described in deed dated October 18, 1904 from O.D. Thompson Jr., et al to Los Angeles Inter-Urban Railway Company, recorded February 8, 1906, in Book 2578, Page 90, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred twenty (120) feet in width situate in Rancho Los Coyotes in the County of Los Angeles, State of California and being a portion of the Southwest quarter (1/4) of the Southeast quarter (1/4) of Section Twenty (26) T. 3 S., R. 12 W., S.B.M., said strip of land being more particularly described as being sixty (60) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway to wit:

Beginning at Railway Survey Station 903+49.6 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on the Plat hereto attached and made a part hereof, said Station being in the East line of road running North and South along the West side of the Southwest quarter (1/4) of the Southeast quarter (1/4) of above mentioned Section Twenty Six (26) and South twenty six and fourth tenths (26.4) feet a little more or less, from the North line of the Southwest quarter (1/4) of the Southeast quarter (1/4) of said Section Twenty Six (26); thence from said point of beginning South 53° 47' 30" East, sixteen hundred fifty and ninety eight hundredths (650.98) feet to Railway Survey Station 920+42.58 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on above mentioned Plat, said last mentioned station being in the East line of the Southwest quarter (1/4) of the Southeast quarter (1/4) of above mentioned Section Twenty Six (26) and Northerly three hundred one and fourth tenths (301.4) feet, a little more or less from the point of intersection of the East line of said Southwest quarter (1/4) of the Southeast quarter (1/4) of said Section Twenty Six (26) with the North line of the Artesia and Clearwater Road.

Together with all interest in the abutting road to the center line thereof, in front of and adjoining said above described strip of land."

Our No. 366755

B. M. A.
12/4/90PARCEL 34

All the land described in deed dated August 31, 1905 from Mary W. Pendleton, et al to Los Angeles Inter-Urban Railway Company, recorded September 12, 1905 in Book 2438, Page 30, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes in the County of Los Angeles, State of California, and being a portion of that certain twenty-seven and five hundredths (27.05) acre tract of land conveyed by M. J. Gaugh and Harriet McGaugh, his wife to W. B. Pendleton by deed recorded in Book 125 of Deeds, Records of Los Angeles County, California, at Page 96 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Pacific Electric Railway now Los Angeles Inter-Urban Railway to wit:

Beginning at Railway Survey Station 881+21.60 of the surveyed center line of the Pacific Electric Railway, as shown on the Plat hereto attached and made a part hereof, said Station being in the North line of above mentioned twenty seven and five hundredths (27.05) acre tract of land and Easterly six and two tenths (62) feet, a little more or less from the Northwest corner of said twenty seven and five hundredths (27.05) acre tract of land; thence from said point of beginning South 53° 47' 30" East, eleven hundred eleven and five hundredths (1111.05) feet to Railway Survey Station 892+32.65 of the surveyed center line of the Pacific Electric Railway, as shown on above mentioned Plat, said last mentioned station being in the South line of above mentioned twenty seven and five hundredths (27.05) acre tract of land, and Westerly nine hundred (900) feet a little more or less from the point of intersection of the South line of said twenty seven and five hundredths (27.05) acre tract of land with the West line of road running North and South along the East side of said twenty seven and five hundredths (27.05) acre tract of land."

Our No. 366757-6

PARCEL 35

That certain piece or parcel of land situated in the County of Los Angeles, State of California, described as follows: A triangular shaped piece or parcel of land situate in the Rancho Los Coyotes in the County of Los Angeles, State of California and being a portion of that certain one hundred thirty and thirty hundredths (130.30) acre tract of land conveyed by Alfred Robinson (Trustee) to Mary's B. Page by deed recorded in Book 23 of Deeds, Records of Los Angeles County, California, at Page 450 thereof said triangular shaped piece or parcel of land being more particularly described as follows to wit:

Beginning at the Southwest corner of the above mentioned one hundred thirty and thirty hundredths (130.30) acre tract of land, thence from said point of beginning, Northerly along the Westerly line of said one hundred thirty and thirty hundredths (130.30) acre tract of land seventy six (76) feet, a little more or less, to a point thence South $53^{\circ} 47' 30''$ East, on a line parallel to and fifty (50) feet Northeasterly from the surveyed center line of the Los Angeles Inter-Urban Railway one hundred twenty five (125) feet a little more or less to a point in the South line of above mentioned one hundred thirty hundredths (130.30) acre tract of land, thence Westerly along the South line of said one hundred thirty and thirty hundredths (130.30) acre tract of land ninety one (91) feet a little more or less, to the point of beginning.

Our No. 366738-6

PARCEL 36

A triangular shaped piece or parcel of land situated in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of the Southwest quarter (1/4) of Section Thirty Six (36) Township 3 South, Range 12 West, San Bernardino Meridian, said triangular shaped piece or parcel of land being more particularly described as follows, to wit:

Beginning at the Northeast corner of the Southwest quarter (1/4) of above mentioned section thirty six (36), thence from said point of beginning Westerly along the North line of the Southwest quarter (1/4) of said Section thirty six (36) seventy four (74) feet a little more or less to a point, thence South $53^{\circ} 47' 30''$ East on a line parallel to and fifty (50) feet Southwesterly from the surveyed center line of the Los Angeles inter-urban railway, ninety one (91) feet a little more or less, to a point in the East line of the Southwest quarter (1/4) of above mentioned Section thirty six (36), thence Northerly along the East line of the Southwest quarter (1/4) of said Section thirty six (36), fifty four (54) feet a little more or less to said point of beginning.

Our No. 366740

V-124-9/12 Par. 3

11-20-90 JMA
B 12/14/90

PARCEL 37

All the land described in deed dated February 15, 1904, from Calvin C. Wright, et ux. to Pacific Electric Railway Company, recorded February 1, 1906, in Book 2547, Page 209, of Deeds, Records of said County, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width situate in Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of the East one half (1/2) of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section thirty six (36), T. 3 S., R. 12 West, S.B.M., said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed centerline of the Pacific Electric Railway to wit:

Beginning at Railway Survey Station 961+86.20 of the surveyed centerline of the Pacific Electric Railway as shown on a plat hereto attached and made a part hereof, said station being in the West line of the East one half (1/2) of the Southeast quarter (1/4) of the Northwest quarter (1/4) of above mentioned Section thirty six and Northerly five hundred and eight (508) feet a little more or less from the South line of the Northwest quarter (1/4) of said Section thirty six (36); thence from said point of beginning South 53° 47' 30" East eight hundred and four and eight tenths (804.80) feet to Railway Survey Station 969+91, of the surveyed centerline of the Pacific Electric Railway as shown on above mentioned plat, said last mentioned station being in the West line of road running North and South along the East line of the Northwest quarter (1/4) of the above mentioned Section thirty six (36) and Northerly six (6) feet a little more or less from the point of intersection of the West line of said road with the North line of road running East and West along the South side of the Northwest quarter (1/4) of said Section thirty six (36).

Together with all interest in the abutting roads to the centerlines thereof, in front of and adjoining said above described strip of land."

Our No. 366741

PARCEL 38

All the lands described in deed dated June 18, 1904, from Elijah W. Dolley, et ux, to Pacific Electric Railway Company, recorded July 14, 1905, in Book 2323 Page 270, of Deeds, Records of said County, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of the North one half (1/2) of the Northeast quarter (1/4) of the Northeast quarter (1/4) of Section thirty five (35) T. 3 S., R. 12 W., S. B. M., said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Pacific Electric Railway to wit:

Beginning at Railway Survey Station 926+47.50 of the surveyed center line of the Pacific Electric Railway, as shown on the Plat hereto attached and made a part hereof, said station being in the South line of the Artesia and Clearwater Road and Westerly eight hundred fifty (850) feet a little more or less from the East line of said Section thirty five (35) thence from said point of beginning South 53° 47' 30" East ten hundred twenty three and forty eight hundredths (1023.48) feet to Railway Survey Station 936+70.98 of the surveyed center line of the Pacific Electric Railway, as shown on the above mentioned Plat, said last mentioned station being in the West line of road running North and South along the East side of above mentioned Section thirty five (35) and Southerly six hundred eight and five tenths (608.50) feet a little more or less from the point of intersection of the West line of said road running North and South along the Artesia and Clearwater Road.

Together with all interests in the abutting roads to the center lines thereof, in front of and adjoining said above described strip of land."

EXCEPT that portion described as follows: Commencing at the point of intersection of the East line of said Section Thirty five (35) with the center line of said 100 foot wide strip of land; thence along said center line North 53° 49' 45" West, 983.21 feet, to an angle point in said center line; thence continuing along said center line North 53° 48' 30" West, 9.89 feet; thence North 36° 11' 30" East 50.00 feet to a point in the Northeasterly line of said strip of land, said point being the true point of beginning of this description; thence along said Northeasterly line South 53° 48' 30" East, 9.88 feet to an angle point in said Northeasterly line; thence continuing along said Northeasterly line, South 53° 49' 45" East 213.10 feet; thence South 36° 10' 15" West, 25.00 feet to a line parallel with and distant 25.00 feet Southwesterly, measured at right angles to said Northeasterly line, thence along said parallel line North 53° 49' 45" West, 170.00 feet; thence North 28° 33' 56" West 58.58 feet to said true point of beginning.

Our No. 366742

PARCEL 39

All the land described in deed dated September 19, 1904 from Elijah W. Dolley, et ux. to Los Angeles Inter-Urban Railway Co., recorded January 17, 1906, in Book 2543, Page 211, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width, situate in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of the Northwest quarter (1/4) of the Northwest (1/4) of Section thirty six (36) Township 3 South, Range 12 West San Bernardino Meridian, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway, to wit:

Beginning at Railway Survey Station 943+18.91 of the surveyed center line of the Los Angeles Inter-Urban Railway, said station being in the North line of the South six (6) acres of the West twenty-six (26) acres of the Northwest quarter (1/4 of the Northwest (1/4) of above mentioned Section thirty six (36) and Easterly four hundred fifty seven and five tenths (457.50) feet, a little more or less, from the East line of road running North and South along the West side of said Section thirty six (36), thence from said point of beginning South 53° 47' 30" East, four hundred ninety seven and forty seven hundredths (497.47) feet to Railway Survey Station 948+16.38 of the surveyed center line of the Los Angeles Inter-Urban Railway, said last mentioned station being in the South line of the Northwest quarter (1/4) of the Northwest quarter (1/4) of said Section thirty six (36) and Westerly four hundred thirty seven and seven tenths (437.70) feet a little more or less, from the Southeast corner of the Northwest quarter (1/4) of the Northwest quarter (1/4) of said Section thirty six (36)."

11-20-90
ED. 12/14/90

Our No. 366743

PARCEL 40

All the land described in deed dated September 20, 1904, from Elijah W. Dolley, et ux. to Los Angeles Inter-Urban Railway Company, recorded January 17, 1906, in Book 2543, Page 213, of Deeds, Records of said County, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width, situate in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of the Northwest quarter (1/4) of the Northwest (1/4) of Section thirty six (36) T. 3 S., R. 12 W., S. B. M., said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway, to wit:

Beginning at Railway Survey Station 937+46.30 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on the Plat hereto attached and made a part hereof, said station being in the East line of road running North and South along the West side of above mentioned Section thirty six (36) and Southerly six hundred thirty-three (633) feet a little more or less from the point of intersection of the East line of said road with the South line of the Artesia and Clearwater Road, thence from said point of beginning South, 53° 47' 30" East, five hundred seventy-two and sixty one hundred (572.61) feet to Railway Survey Station 943+18.91 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on above mentioned Plat, said last mentioned station being in the North line of the South six (6) acres of the West twenty-six (26) acres of the Northwest (1/4) of the Northwest (1/4) of the above mentioned Section thirty six (36), and Easterly, four hundred fifty-seven and five tenths (457.57) feet a little more or less, from the point of intersection of the East line of the road running North and South along the West side of above mentioned Section thirty six (36) with the North line of the South six (6) acres of the West twenty-six (26) acres of the Northwest quarter (1/4) of the Northwest quarter (1/4) of the above mentioned Section thirty six (36).

Together with all interest in the abutting road to the center line thereof, in front of and adjoining said above described strip of land."

11-20
JAL
2/14/90

Our No. 366744

PARCEL 41

All the land described in deed dated September 22, 1904, from L.R. Hunnewell to Pacific Electric Railway Company, recorded January 2, 1906, in Book 2558, Page 8, of Deeds, Records of said County, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width, situate in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of that certain six (6) acre Tract of land conveyed by Ledru B. Hunnewell to Eva B. Hunnewell by deed recorded in Book 1857 of Deeds, Records of Los Angeles County, California, at Page 117 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Pacific Electric Railway to wit:

Beginning at Railway Survey Station 953+70.5 of the surveyed center line of the Pacific Electric Railway, as shown on the Plat hereto attached and made a part hereof, said station being in the North line of the above mentioned six (6) acre tract of land, and Easterly eight (8) feet, a little more or less, from the Northwest corner of said six (6) acre tract of land, thence from said point of beginning, South 53° 47' 30" East three hundred nineteen and ninety three hundredths (319.93) feet to railway survey station 956+90.43 of the surveyed center line of the Pacific Electric Railway, as shown on above mentioned Plat, said last mentioned station being in the East above mentioned six (6) acre tract of land and Southerly one hundred ninety (190) feet, a little more or less from the Northeast corner of said six (6) acre tract of land."

Our No. 366745-58

PARCEL 42

All the land described in deed dated October 19, 1904, from Della M. Brooker, et VIR., to Los Angeles Inter-Urban Railway Company, recorded December 23, 1905, in Book 2527, Page 187 of Deeds, Records of said County, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of the Northwest quarter (1/4) of the Northwest quarter (1/4) of the Southeast quarter (1/4) of Section thirty six (36) T. 3 S., R. 12 W., S. B. M., said strip of land being more particularly described as being fifty (50) feet on each side of the following described survey center line of the Pacific Electric Railway, (now Los Angeles Inter-Urban Railway), to wit:

Beginning at Railway Survey Station 970+60.98 of the surveyed center line of the Pacific Electric Railway, as shown on the Plat hereto attached and made a part hereof, said station being on the South line of road running East and West through the center of above mentioned Section thirty six (36) and Easterly sixteen (16) feet a little more or less from the point of intersection of the South line of said road running East West through the center of said Section thirty six (36) with the East line of road running North and South through center of said Section thirty six (36), thence from said point of beginning South 53° 47' 30" East seven hundred eighty two and six tenths (782.60) feet to Railway Survey Station 978+43.58 of the surveyed center line, of the Pacific Electric Railway, as shown on above mentioned Plat, said last mentioned station being in the East line of the Northeast quarter (1/4) of the Northeast quarter (1/4) of the Southeast quarter (1/4) of the above mentioned Section thirty six (36) and Northerly one hundred eighty one and five tenths (181.50) feet a little more or less from the Southeast corner of the Northwest quarter (1/4) of the Northwest quarter (1/4) of the Southeast quarter (1/4) of Section thirty six (36).

Together with all interests in abutting roads, to the center lines thereof, in front of and adjoining said above described strip of land."

Our No. 366746

PARCEL 43

All the land described in deed dated February 20, 1905 from Izates B. Dolley, et ux. to Los Angeles Inter-Urban Railway Co., recorded December 23, 1905, in Book 2519, Page 125, Records of Los Angeles County, State of California, described therein as follows:

"A triangular shaped piece or parcel of land situated in the County of Los Angeles, State of California, and being a portion of that certain ten (10) acre tract of land conveyed by E. W. Dolley and Arabelle R. Dolley to Izates Dolley by deed recorded in Book 802, of Deeds, Records of Los Angeles County, California, at Page 266, thereof, described as being the Southwest quarter (1/4) of the Southwest quarter (1/4) of the Northeast quarter of Section thirty six (36) Township 3 South Range 12 West San Bernardino Meridian said triangular shaped piece or parcel of land being more particularly described as follows, to wit:

Beginning at the point of intersection of the North line of a strip of land fifteen (15) feet in width along the East and West quarter section line of above mentioned section thirty six (36) with the East line of a strip of land fifteen (15) feet in width along the North and South quarter Section line of said section thirty six (36) said strip of land fifteen in width being reserved for roads, railroads and ditches in above mentioned deed from E. W. Dolley and Arabelle R. Dolley to Izates Dolley; thence from said point of beginning Northerly along the East line of said strip of land, fifteen (15) in width along the North and South quarter section line of said section thirty six (36) fifty and one tenths (50.10) feet to a point, thence South $53^{\circ} 47' 30''$ East, eighty-three and sixty nine hundredths (83.69) feet in the North line of above mentioned strip of land fifteen (15) feet in width along the East and West quarter section line of said section thirty six (36) thence Westerly along the North line of said last mentioned strip of land fifteen (15) feet in width sixty six and ninety nine hundredths (66.99) feet to the point of beginning.

Together with all interest in the abutting roads to the center line thereof, in front of and adjoining said above described strip of land."

PARCEL 44

All the land described in deed dated March 13, 1905, from T.G. Hyde to Los Angeles Inter-Urban Railway Company, recorded January 17, 1906, in Book 2530, Page 277 of Deeds, Records of said County, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width, situate in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of that certain four (4) acre tract of land and that certain five (5) acre tract of land conveyed by Peter Amons to Mrs. Rosina Vogt by deed recorded in Book 1023, of Deeds, Records of Los Angeles County, California, at Page 155 thereof, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Pacific Electric Railway, to wit:

Beginning at Railway Survey Station 956+90.43 of the surveyed center line of the Pacific Electric Railway, as shown on the Plat hereto attached and hereby made a part hereof, said station being in the West line of the above mentioned four (4) acre tract of land and Southerly one hundred ninety (190) feet a little more or less, from the Northwest corner of said four (4) acre tract of land; thence from said point of beginning South $53^{\circ} 47' 30''$ East, four hundred ninety five and seventy seven hundredths (495.77) feet to Railway Survey Station 961+86.20 of the surveyed center line of the Pacific Electric Railway, as shown on above mentioned Plat, said last mentioned station being in the East line of the above mentioned five (5) acre tract of land, and Northerly five hundred and eight (508) feet, a little more or less, from the Southeast corner of said five (5) acre tract of land."

WORLD
Our No. 366748-58

PARCEL 45

A triangular shaped piece or parcel of land situated in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of that certain five (5) acres tract of land conveyed by Walton V. Collins to Eleza J. Collins by deed recorded in Book 635 of Deeds Records of Los Angeles County, California, at Page 182, thereof, said triangular shaped piece or parcel of land being more particularly described as follows, to wit:

Beginning at the Southwest corner of above mentioned five (5) acre tract of land; thence from said point of beginning Northerly along the West line of said five (5) acre tract of land, seventy (70) feet a little more or less to a point, thence South $53^{\circ} 47' 30''$ East, on a line parallel to and fifty (50) feet Northeasterly from the surveyed center line of the Los Angeles Inter-Urban Railway one hundred eighteen (118) feet a little more or less to a point in the South line of above mentioned five (5) acre tract of land, thence Westerly along the South line of said five (5) acre tract of land ninety five (95) feet, a little more or less to the point of beginning.

Our No. 396291-58

PARCEL 46

A triangular shaped parcel of land in the County of Los Angeles, State of California, as described in the deed to Los Angeles Inter-Urban Railway Co., recorded in Book 2623 Page 13 of Deeds, in the office of the County Recorder of said County, being a portion of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 35, Township 3 South, Range 12 West, San Bernardino Base and Meridian, in the Rancho Los Coyotes, and being more particularly described as follows:

Beginning at the point of intersection of the North line of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 35 with the West line of the road running North and South along the East line of said Section 35; thence from said point of beginning Westerly along the North line of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 189.44 feet, more or less, to a point; thence South 53° 47' 30" East parallel to and 130 feet Southwesterly from the surveyed centerline of the Los Angeles Inter-Urban Railway 236.23 feet, more or less, to a point in the West line of the above mentioned road running along the East line of said Section; thence Northerly along the West line of said road 140.37 feet, more or less, to the point of beginning.

Together with all interest in the abutting road, to the center line thereof, in front of and adjoining said triangular shaped parcel of land.

EXCEPT that portion described in the deed to Henry Westra et ux, as recorded in Book 20265 Page 153 of Official Records, in the office of the County Recorder of said County.

11-20-90
3/19/10/90

Our No. 366749

PARCEL 47

All the land described in deed dated February 26, 1906 from W. L. Campbell to Los Angeles Inter-Urban Railway Co., recorded March 9, 1906, in Book 2612, Page 171, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of the Southwest quarter (1/4) of the Northwest quarter (1/4) of Section thirty six (36) Township 3 South, Range 12 West San Bernardino Meridian, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway to wit:

Beginning at Railway Survey Station 948+16.37 of the surveyed center line of the Los Angeles Inter-Urban, said station being in the North line of the Southwest quarter (1/4) of the Northwest quarter (1/4) of above mentioned Section thirty six (36) and Westerly four hundred thirty seven and seven tenths (437.70) feet, a little more or less from the Northeast corner of the Southwest quarter (1/4) of the Northwest quarter (1/4) of said Section thirty six (36) thence from said point of beginning South 53° 47' 30" East five hundred forty three and thirty two hundredths (543.32) feet to Railway Survey Station 953+59.70 of the surveyed center line of the Los Angeles Inter-Urban Railway, said last mentioned station being in the East line of the Southwest quarter (1/4) of the Northwest quarter (1/4) of the above mentioned Section thirty six (36) and Southerly three hundred twenty five (325) feet a little more or less from the Northeast corner of the Southwest quarter (1/4) of the Northwest quarter (1/4) of said Section thirty six (36)."

PARCEL 48

All the land described in deed dated January 8, 1904, from Sarah A. Frampton to Los Angeles Inter-Urban Railway Company, recorded December 23, 1905, in Book 2468, Page 317, of Deeds, Records of said County, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of the Westerly sixty (60) acres of fractional North half (1/2) of Section Six (6) T. 4 S., R. 11 W., S.B.M., said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway, to wit:

Beginning at Railway Survey Station 1015+06.23 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on the Plat hereto attached and made a part hereof, said Station being in the South line of road running East and West along the Northerly line of said Section Six (6) and Easterly nine hundred fifty one and one tenth (951.1) feet a little more or less from the West line of said Section Six (6) thence from said point of beginning, South 53° 47' 30" East five hundred seventy one and fifty seven one hundredths (571.57) feet to Railway Survey Station 1020+77.80 of the surveyed center line of the Los Angeles Inter-Urban Railway, as shown on above mentioned Plat, said last mentioned Station being in the East line of the Westerly Sixty (60) acres of fractional North half (1/2) of above mentioned Section Six (6) and Southerly three hundred sixty seven and fourth tenths (367.40) feet, a little more or less from the North line of said Section Six (6).

Together with all interest in the abutting road to the center line thereof, in front of and adjoining said above described strip of land."

WORLD
Our No. 366735-58

PARCEL 49

All the land described in deed dated January 11, 1904 from Guy B. Gamble to Los Angeles Inter-Urban Railway Co., recorded December 23, 1905, in Book 2468, Page 314, Records of Los Angeles County, State of California, described as follows:

A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes in the City of Artesia, County of Los Angeles, State of California and being a portion of the Northeast quarter (1/4) of the Northwest quarter (1/4) of the Southeast quarter (1/4) of Section Thirty Six (36) Township 3 South Range 12 West, San Bernardino Meridian, said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway to wit:

Beginning at Railway Survey Station 978+43.58 of the surveyed center line of the Los Angeles Inter-Urban Railway, said Station being in the West line of the Northeast quarter (1/4) of the Northwest quarter (1/4) of the Southeast quarter (1/4) of above mentioned Section Thirty Six (36) and Northerly one hundred eighty one and five tenths (181.50) feet a little more or less from the Southwest corner of the Northeast quarter (1/4) of the Northwest quarter of the Southeast quarter (1/4) of said Section thirty six (36) thence from said point of beginning South 53° 47' 30" East two hundred ninety five and five tenths (295.50) feet to Railway Survey Station 981+39.08 of the surveyed center line of the Los Angeles Inter-Urban Railway, said last mentioned station being in the South line of the Northeast quarter (1/4) of the Northwest (1/4) of the Southeast quarter of above mentioned Section Thirty Six (36) and Easterly two hundred thirty six and four tenths (236.40) feet, a little more or less from the Southwest corner of the Northeast quarter (1/4) of the Northwest quarter (1/4) of the Southeast quarter (1/4) of said Section Thirty Six (36).

Our No. 366737

PARCEL 50

All the land described in deed dated December 1, 1905 from Artesia Improvement Co., to Los Angeles Inter-Urban Railway Co., recorded December 16, 1905, in Book 2525, Page 258, Records of Los Angeles County, State of California, described as follows:

A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes in the City of Artesia, County of Los Angeles, State of California, and being a portion of Section Thirty Six (36) Township 3 South Range 12 West San Bernardino Meridian and Section Thirty One (31) Township 3 South, Range 11 West San Bernardino Meridian. Said strip of land being more particularly described as being fifty (50) feet on each side of the following described center line of the constructed double tracts of the Los Angeles Inter-Urban Railway, to wit:

Beginning at the point of intersection of the South line of above mentioned Section Thirty One (31) with said center line of the constructed double tracts of the Los Angeles Inter-Urban Railway said point of beginning being North $89^{\circ} 34' 30''$ East nine hundred seventeen and twenty five hundredths (917.25) feet more or less from the Southwest corner of said Section Thirty One (31), thence from said point of beginning North $53^{\circ} 39''$ West along the center line of the constructed double tracts of the Los Angeles Inter-Urban Railway, thirty three hundred twenty (3320) feet, more or less to a point in the North line of the Southeast quarter (1/4) of the Northwest quarter (1/4) of the Southeast quarter (1/4) of Section Thirty six (36) Township 3 South Range 12 West San Bernardino Meridian. Said last mentioned point being North $89^{\circ} 30' 20''$ East, two hundred forty three and fifty nine hundredths (243.59) feet from the Northwest corner of the Southeast quarter (1/4) of the Northwest quarter (1/4) of the Southeast quarter (1/4) of said Section Thirty Six (36), said Northwest corner being also the Northwest quarter of Lot F of the town of Artesia.

1/22
12/27/90

Our No. 366722-58

PASRCEL 51

All the land described in deed dated January 8, 1904 from Carl Dohn, et ux. to Los Angeles Inter-Urban, recorded February 1, 1906, in Book 2532, Page 313, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes in the City of Cerritos, County of Los Angeles, State of California, and being a portion of that certain seventy eight (78) acre tract of land conveyed by Jacob Swigert to Carl Dohn by deed recorded in Book 675 of Deeds, Records of Los Angeles County, California at Page 169 thereof, said strip of land being more particularly described as fifty (50) feet on each side of the following described surveyed centerline of the Los Angeles Inter-Urban Railway to wit:

Beginning at Railway Survey Station 1029+49.78 of the surveyed centerline of the Los Angeles Inter-Urban Railway, said station being in the West line of above mentioned seventy eight (78) acre tract of land and Southerly eight hundred eighty three (883) feet a little more or less from the Northwest corner of said Seventy Eight (78) acre tract of land; thence from said point of beginning South 53° 47' 30" East sixteen hundred twenty five (1625) feet to Railway Survey Station 1045+74.78 of the surveyed centerline of the Los Angeles Inter-Urban Railway, said last mentioned station being in the South line of said seventy-eight (78) acre tract of land, and East four hundred twenty (420) feet a little more or less from the center of Section Six (6) T4S, R11W, San Bernardino Meridian."

Our No. 366723

PARCEL 52

All the land described in deed dated February 10, 1904 from Lincoln Thornton, et ux., to Los Angeles Inter-Urban Railway Co., recorded February 1, 1906, in Book 2540, Page 237, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes in the City of Cerritos, County of Los Angeles, State of California, and being a portion of the Northwest quarter (1/4) of the Southeast quarter (1/4) of Section Six (6) T4S R11W., San Bernardino Meridian said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway to wit:

Beginning at Railway Survey Station 1045+74.78 of the surveyed center line of the Los Angeles Inter-Urban Railway, said station being in the North line of the Northwest quarter (1/4) of the Southeast quarter (1/4) of above mentioned Section Six (6) and East four hundred twenty (420) feet a little more or less from the center of said Section Six (6) thence from said point of beginning South 53° 47' 30" East eleven hundred thirty one and ninety seven hundredths (1,131.97) feet to Railway Survey Station 1057+06.73 of the surveyed center line of the Los Angeles Inter-Urban Railway, said last mentioned station being in the East line of the Northwest quarter (1/4) of the Southeast quarter (1/4) of said Section Six (6) and Northerly six hundred sixty three and five tenths (663.50) feet a little more or less from the Southeast corner of the Northwest quarter (1/4) of the Southeast quarter (1/4) of said Section Six (6)."

11-20-90
12/13/94
B

Our No. 366724

PARCEL 53

All the land described in deed dated September 27, 1904, from Daniel Gibbon, et ux. to Los Angeles Inter-Urban Railway Co., recorded December 23, 1905, in Book 2550, Page 32, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes, County of Los Angeles, State of California, and being a portion of that certain twenty (20) acre tract of land conveyed by John Noodin to Henry Epperly by deed recorded in Book 831 of Deeds Records of Los Angeles County California at Page 154 thereof said strip of land being more particularly described as being fifty (50) feet on each side of the following described center line of the Pacific Electric Railway (now Los Angeles Inter-Urban Railway) to wit:

Beginning at Railway Survey Station 1020+77.80 of the surveyed center line of the Pacific Electric Railway, said station being in the West line of above mentioned twenty (20) acre tract of land and Southerly three hundred sixty seven and four tenths (367.40) feet a little more or less from the Northwest corner of said twenty (20) acre tract of land, thence from said point of beginning South 53° 47' 30" East, eight hundred seventy one and ninety eight hundredths (871.98) feet to Railway Survey Station 1029+49.78 of the surveyed center line of the Pacific Electric Railway, said last mentioned station being in the East line of above mentioned twenty (20) acre tract of land, and Southerly eight hundred eighty three (883) feet a little more or less from the Northeast corner of said twenty (20) acre tract of land."

PARCEL 54

All the land described in deed dated May 1, 1905 from L.P. McKinley et vir. to Los Angeles Inter-Urban Railway Co., recorded May 25, 1905, in Book 2331, Page 79, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land one hundred (100) feet in width situate in the County of Los Angeles, State of California, and being a portion of a twenty five (25) acre tract of land, described as the South twenty five (25) acres of the Northeast quarter (1/4) of the Southeast quarter (1/4) of Section (6) Township 4, Range 11 West, San Bernardino Meridian. Said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Los Angeles Inter-Urban Railway, to wit:

Beginning at Railway Survey Station 1057+06.98 of the surveyed center line of the Los Angeles Inter-Urban Railway, said roadway survey station being the West line of above mentioned twenty five (25) acre tract of land, and Northerly six hundred sixty three and sixty one hundredths (663.61) feet from the Southwest corner of said twenty five (25) acre tract of land, thence from said point of beginning South 53° 47' 30" East, eleven hundred six (1106) feet to Railway Survey Station 1068+12.98 of the surveyed center line of the Los Angeles Inter Urban Railway, said last mentioned Railway Survey Station being in the South line of said twenty five (25) acre tract of land and Easterly eight hundred, eighty one and five tenths (881.50) feet from the Southwest corner of said twenty five (25) acres tract of land."

Our No. 366726

PARCEL 55

All the land described in deed dated January 22, 1904, from Mary J. Bushnell, et Vix., to Pacific Electric Railway Company, recorded May 8, 1906, in Book 2700, Page 1, of Deeds, Records of said County, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width, situate in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of the North one half (1/2) of the Southwest quarter (1/4) of the Southwest quarter (1/4) of Section five (5) T. 4 S., R. 11 W., S.B.M., said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Pacific Electric Railway to wit:

Beginning at Railway Survey Station 1074+00.9 of the surveyed center line of the Pacific Electric Railway, as shown on the Plat hereto attached and made a part hereof, said station being in the East line of road running North and South along the West side of above mentioned Section Five (5), and North nine hundred seventy five (975) feet, a little more or less, from the South line of said Section Five (5); thence from said point of beginning, South 53° 47' 30" East, five hundred nine and sixty five hundredths (509.65) feet to Railway Survey Station 1079+10.55 of the surveyed center line of the Pacific Electric Railway, as shown on the above mentioned Plat, said last mentioned station being in the South line of the North one-half (1/2) of the Southwest quarter (1/4) of the Southwest quarter (1/4) of said Section Five (5), and Easterly four hundred forty two and eight tenths (442.8) feet, a little more or less, from the West line of said Section Five (5).

Together with all interest in the abutting road to the center line thereof, in front of and adjoining said above described strip of land."

WORLD
Our No. 366727-58

PARCEL 56

A triangular shaped piece or parcel of land situated in the Rancho Los Coyotes in the City of Cerritos, County of Los Angeles, State of California and being a portion of the Northwest quarter (1/4) of the Northwest quarter (1/4) of Section Eight (8) Township 4 South, Ranch 11 West, San Bernardino Meridian, said triangular shaped piece or parcel of land being more particularly described as follows to wit:

Beginning at the Northeast corner of the Northwest quarter (1/4) of the Northwest quarter (1/4) of above mentioned Section Eight (8) thence from said point of beginning West along the North line of said Section Eight (8) Ninety Five (95) feet a little more or less to a point thence South $53^{\circ} 47' 30''$ East on a line parallel to and fifty (50) feet Southwesterly from the surveyed center line of the Los Angeles Inter-Urban Railway, one hundred eighteen (118) feet a little more or less to a point in the East line of the Northwest quarter (1/4) of the Northwest quarter (1/4) of said Section Eight (8) thence North along the East line of the Northwest quarter (1/4) of the Northwest quarter (1/4) of said Section Eight (8) seventy (70) feet a little more or less to the point of beginning.

11/11/91

Our No. 366730-58

PARCEL 58

All the land described in deed dated June 1, 1905 from Elizabeth V. Rush, et vir., to Pacific Electric Land Co., recorded September 23, 1905, in Book 2443, Page 147, Records of Los Angeles County, State of California, described therein as follows:

"A strip of land fifty (50) feet in width situate in the Rancho Los Coyotes, in the City of Cerritos, County of Los Angeles, State of California, and being a portion of the Southeast quarter (1/4) of the Southwest quarter (1/4) of the Southwest quarter (1/4) of Section (5), Township 4 South, Range 11 West, San Bernardino & Meridian. Said strip of land being more particularly described as follows, to wit:

Beginning at a point in the West line of the Southeast quarter (1/4) of the Southwest quarter (1/4) to the Southwest quarter of above mentioned Section Five (5) where said line is intersected by the Southwesterly line of the one hundred (100) foot right of way of the Los Angeles Inter-Urban Railway, said point of beginning being Northerly four hundred twenty and forty-two hundredths (420.42) feet more or less from the Southwest corner of the Southeast quarter (1/4) of the Southwest quarter (1/4) of the Southwest quarter (1/4) of said Section Five (5); thence from said point of beginning South 53° 47' 30" East along the Southwesterly line of said one hundred (100) foot right of way of the Los Angeles Inter-Urban Railway Six Hundred Seventy Five and Seventeen Hundredths (675.17) feet to a point in the North line of a road running East and West along the South side of above mentioned Section Five (5) said last mentioned point being Westerly one hundredths thirteen and hundredths (113.00) feet more or less from a point of intersection of the East line of the Southeast quarter (1/4) of the Southwest quarter (1/4) of the Southwest quarter (1/4) of said Section Five (5) with the North line of said road; thence Westerly along the North line of said road eighty-three and two hundredths (83.02) feet to a point; thence North 53° 47' 30" West parallel to and fifty (50) feet Southwesterly from the Southwesterly line of above mentioned one hundred (100) foot right of way five hundred seventy-one and twenty-seven hundredths (571.27) feet more or less to a point in the West line of the Southeast quarter (1/4) of the Southwest quarter of the Southwest quarter of the above mentioned Section Five (5); thence Northerly sixty two and fifty-eight hundredths (62.58) feet more or less to the point of beginning.

Together with all interest in the abutting road to the centerline thereof in front of and adjoining said above described strip of land."

Our No. 366731

PARCEL 59

All the land described in deed dated November 3, 1905, from R.W. Bingham, et ux., to Los Angeles Inter-Urban Railway Company, recorded November 17, 1905, in Book 2500, Page 143, of Deeds, Records of said County, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section Six (6) T. 4 S., R. 11 W., S.B.M., said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Pacific Electric Railway (now Los Angeles Inter-Urban Ry.) to wit:

Beginning at Railway Survey Station 1068+11.6 of the surveyed center line of the Pacific Electric Railway, as shown on the Plat hereto attached and made a part hereof, said station being in the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of above mentioned Section Six (6) and West four hundred forty (440) feet, a little more or less from the Northeast corner of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section Six (6), thence from said point of beginning South 53° 47' 30" East five hundred thirteen and nine tenths (513.9) feet to Railway Survey Station 1073+25.5 of the surveyed center line of the Pacific Electric Railway, as shown on above mentioned Plat, said last mentioned station being in the West line of road running North and South along the East side of said Section Six (6) and Southerly three hundred and eight (308) feet, a little more or less, from the point of intersection of the West line of said road with the North line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section (6).

Together with all interest in the abutting road to the center line thereof, in front of and adjoining said above described strip of land."

12/27/98

Our No. 366732-58

PARCEL 60

All the land described in deed dated November 3, 1905 from R.W. Bingham et ux. to Los Angeles Inter-Urban Railway Co., recorded November 17, 1905, in Book 2458, Page 292, Records of Los Angeles County, State of California, described therein as follows:

"A triangular shaped piece or parcel of land situated in the Rancho Los Coyotes, County of Los Angeles, State of California and being a portion of the Southeast quarter (1/4) of the Southwest quarter (1/4) of Section Five (5) Township 4 South, Range 11 West, San Bernardino Meridian, said triangular shaped piece or parcel of land being more particularly described as follows to wit:

Beginning at the Southwest corner of said Southeast quarter (1/4) of the Southwest quarter of above mentioned Section Five (5) thence from said point of beginning North along the West line of the Southeast quarter (1/4) of the Southwest quarter (1/4) of said Section Five (5) fifty seven (57) feet a little more or less to a point, thence South 53° 47' 30" East to a line parallel to and fifty (50) feet Northeasterly from the surveyed center line of the Pacific Electric Railway as shown on plat hereto attached and made a part hereof, ninety five (95) feet a little more or less to a point in the South line of said Section Five (5) thence West along the South line of said Section Five (5) seventy six (76) feet a little more or less to the point of beginning, said triangular shaped piece or parcel of land being more particularly shown by the colored portion of the plat hereto attached and hereby made a part hereof."

Our No. 366733

PARCEL 61

All the land described in deed dated September 5, 1906, from Elizabeth V. Rush, to Los Angeles Inter-Urban Railway Company, recorded September 14, 1906, in Book 2772, Page 277, of Deeds, Records of said County, and more particularly described therein as follows:

"A strip of land one hundred (100) feet in width situate in the Rancho Los Coyotes, in the County of Los Angeles, State of California, and being a portion of the Southeast quarter (1/4) of the Southwest quarter (1/4) of the Southwest quarter (1/4) of Section Five (5) T. 4 S., R. 11 W., S. B. M., said strip of land being more particularly described as being fifty (50) feet on each side of the following described surveyed center line of the Pacific Electric Railway (now Los Angeles Inter-Urban Railway) to wit:

Beginning at Railway Survey Station 1082+06.5 of the surveyed center line of the Pacific Electric Railway, as shown on the Plat hereto attached and made a part hereof, said station being in the West line of the Southeast quarter (1/4) of the Southwest quarter (1/4) of the Southwest quarter (1/4) of said Section Five (5) and North four hundred eighty three (483) feet a little more or less from the Southwest corner of the Southeast quarter (1/4) of the Southwest quarter (1/4) of the Southwest quarter of said Section Five (5) thence from said point of beginning South 53° 47' 30" East seven hundred seventy nine and seven hundredths (779.07) feet to Railway Survey Station 1089+85.57 of the surveyed center line of the Pacific Electric Railway, as shown on above mentioned Plat, said last mentioned station being in the North line of road running East and West along the South side of said Section Five (5) and West thirty (30) feet, a little more or less, from the point of intersection of the North line of said road with the East line of the Southeast quarter (1/4) of the Southwest quarter (1/4) of the Southwest quarter (1/4) of said Section Five (5).

Together with all interest in the abutting road to the center line thereof, in front of and adjoining said above described strip of land."

1/29/91

Exhibit "B"

Those parcels of land situated in the Rancho Los Coyotes, County of Los Angeles, State of California, described as follows:

Parcel 1 [16" S.P.P.L. (L.S - 1)]

A strip of land, 10 feet in width, being a portion of the land described in deed dated February 13, 1904 from George M. Gann to the Los Angeles Inter-Urban Railway Company, recorded January 17, 1906 in Book 2540 of Deeds, Page 169 and a portion of land described in deed dated January 12, 1904 from William T. Gann, et ux. to Los Angeles Inter-Urban Railway Company, recorded January 17, 1906 in Book 2540 of Deeds, Page 171, both recorded in records of Los Angeles County, lying 5 feet on each side of the following described center line:

Beginning at the point of intersection of the northeasterly line of land described in said deed dated February 13, 1904 with a line parallel with and distant 30 feet westerly, measured at right angles, from the north-south quarter section line of Section 26, Township 3 South, Range 12 West, S.B.B. & M.; thence South along said parallel line, 124 feet to a point in the southwesterly line of land described in said deed dated January 12, 1904.

The side lines of the above described 10 foot wide strip of land terminate in the northeasterly line of land described in said deed dated February 13, 1904 and in the southwesterly line of land described in said deed dated January 12, 1904.

7/91

Parcel 2 [24" S.P.P.L. (L.S - 105)]

A strip of land, 10 feet in width, being a portion of the land described in two deeds dated November 21, 1905 from Jotham Bixby Company to Los Angeles Inter-Urban Railway Company, recorded December 23, 1905 in Book 2525 of Deeds, one on Page 291 and the other on Page 294, records of Los Angeles County, being 5 feet on each side of the following described center line:

Beginning at the point of intersection of the northeasterly line of land described in said deed recorded on Page 294 with a line parallel with and distant 5 feet northerly, measured at right angles, from the east-west quarter section line of said Section 26; thence West, along said parallel line, 27 feet to a point in a line parallel with and distant 16 feet southwesterly, measured at right angles, from said northeasterly line of land described in said deed recorded on Page 294; thence North 53°47'30" West, along last said parallel line, 58 feet to a point in a line parallel with and distant 40 feet northerly, measured at right angles, from said east-west quarter section line of said Section 26; thence West, along last said parallel line, 143 feet to a point in the southwesterly line of land described in said deed recorded on Page 291.

The side lines of said 10 foot wide strip of land terminate in the northeasterly line of land described in said deed recorded on Page 294 and in the southwesterly line of land described in said deed recorded on Page 291.

Parcel 2 is a portion of the 10 foot wide strips of land

described in Indenture dated November 1, 1975 from Southern Pacific Transportation Company to Southern Pacific Pipe Lines, Inc. recorded December 15, 1975 as D6904 of Official Records, Page 482, records of said Los Angeles County.

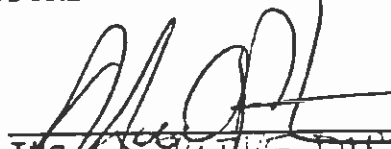
LOS ANGELES COUNTY TRANSPORTATION COMMISSION
CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in the real property conveyed by the Grant Deed dated February 7, 1991, from Southern Pacific Transportation Company, a Delaware corporation, to the Los Angeles County Transportation Commission, a county transportation commission existing under the authority of §130050 et seq. of the California Public Utilities Code, is hereby accepted by the undersigned officer of the Los Angeles County Transportation Commission on behalf of the Los Angeles County Transportation Commission on February 7, 1991 pursuant to authority conferred by resolution of the Los Angeles County Transportation Commission adopted on October 11, 1990, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: February 7, 1991

LOS ANGELES COUNTY
TRANSPORTATION COMMISSION

By:


~~ITS EXECUTIVE DIRECTOR~~

COPY

RECORDING REQUESTED BY

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

AND WHEN RECORDED MAIL TO:

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

MAIL TAX STATEMENTS TO:

Los Angeles County Transportation Commission
818 West Seventh Street, Suite 1100
Los Angeles, California 90017
Attention: Mr. James D. Wiley

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument is exempt
from Recording Fees
(Govt. Code § 27383) and
from Documentary Transfer
Tax (Rev. & Tax Code §
11922)

QUITCLAIM DEED

(West Santa Ana -- Los Angeles County)
Los Angeles County, California

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Southern Pacific Transportation Company, a Delaware corporation ("Grantor"), remises, releases and quitclaims to Los Angeles County Transportation Commission, a county transportation commission ("Grantee"), existing under the authority of § 130050 et seq. of the California Public Utilities Code, having its principal office at 818 West Seventh Street, Los Angeles, California 90071, (a) the land located in the County of Los Angeles, State of California, more particularly described on Exhibit A attached hereto and by this reference made a part hereof, commonly known as that portion of Grantor's West Santa Ana Line located in Los Angeles County, including, without limitation any railroad right of way for any spur line or loop extending from such West Santa Ana Line, if any (the "Land"); (b) all of Grantor's interest in the improvements on the Land (the "Improvements");

(c) all fixtures that Grantor owns and uses in the operation and maintenance of the Land and the Improvements; and (d) all appurtenances to the foregoing property (the Land, the Improvements, such fixtures and such appurtenances being referred to herein collectively as the "Property"), subject to the reservations set forth below.

Grantor excepts from the Property hereby conveyed and reserves unto itself, its agents, and its successors and assigns the following:

(i) All minerals and mineral rights, interests and royalties, including, without limitation, all oil, gas and other hydrocarbon substances, as well as metallic or other solid materials of whatever kind or character, whether now known or hereafter discovered, in and under the Land below a depth of 500 feet from the surface without regard to the manner in which the same may be produced or extracted from the Land, but without any right to enter upon or through the surface down to 500 feet below the surface to extract, drill, explore or otherwise exploit such minerals or mineral rights and without any right to remove or impair lateral or subjacent support; and

(ii) A perpetual, non-exclusive easement (the "Pipeline Easement") located as described in Exhibit B attached hereto (the "Pipeline Easement Property"). Grantor shall have the right to own, reconstruct, maintain, operate, replace, use and/or remove existing pipelines and related equipment (the "Pipeline Improvements") on, through, across, under and over the Pipeline Easement Property, subject to the terms and conditions herein set forth. All Pipeline Improvements presently existing on or hereafter constructed on the Pipeline Easement Property shall remain the personal property of Grantor. Grantor shall be entitled to all revenues derived from all current and future agreements to which Grantor is a party affecting the Pipeline Easement or the Pipeline Improvements.

The owner of the Pipeline Easement (the "Pipeline Easement Owner") shall have the right at any time and from time to time, upon reasonable notice, to maintain, reconstruct, rebuild, replace and renew in kind Pipeline Improvements on the Pipeline Easement Property; provided however that the Pipeline Easement Owner shall not change the nature of the goods or supplies transported through the Pipeline Improvements or increase the size or capacity of the Pipeline Improvements.

Pipeline Improvements shall be constructed, operated and maintained in accordance with plans, specifications and procedures approved by the owner of the Pipeline Easement Property (the "Servient Owner"), in its reasonable discretion, in advance of construction, operation and maintenance and shall be constructed, operated and maintained in good and workmanlike manner in accordance with all requirements of any governmental

agency having jurisdiction thereof. The Servient Owner shall not unreasonably withhold or delay its approval of any plans, specifications and procedures by the Pipeline Easement Owner. Any disapproval shall specify the reasons therefore in reasonable detail.

All necessary permits for such construction shall be obtained by the Pipeline Easement Owner at the Pipeline Easement Owner's sole expense. The Pipeline Easement Owner shall install and maintain monuments and markers in form and size reasonably approved by the Servient Owner marking the location of the Pipeline Improvements, changes in direction of such improvements, and on each side of grade crossings, at the Pipeline Easement Owner's sole cost and expense. All work upon or in connection with constructing Pipeline Improvements on the Pipeline Easement Property shall be done at such times and in such manner as not to interfere in any material manner with the railroad operations of the Servient Owner or any person operating under the authority of the Servient Owner, any fiber optic or other communications systems and related facilities owned by the Servient Owner or any person operating under the authority of the Servient Owner, or any pipelines and related facilities owned by the Servient Owner or any person operating under the authority of the Servient Owner. The Pipeline Easement Owner shall give the Servient Owner five business days' prior written notice before entry upon the Pipeline Easement Property by Pipeline Easement Owner or its designated contractors or agents or by any necessary or incidental vehicles, work equipment, machinery and other movable structures for purposes in connection with the easements reserved in the Pipeline Easement Property and prior to the commencement of any work on the Pipeline Easement Property and shall comply with all reasonable rules and regulations promulgated by the Servient Owner with respect to such construction activities.

Access over, upon, to, from and across the Pipeline Easement Property and exercise of the Pipeline Easement shall be at the sole risk and expense of Pipeline Easement Owner, its designated contractors, lessees, sublessees, licensees, agents, and employees. Pipeline Easement owner shall hold harmless, indemnify and defend the Servient Owner from and against (i) any claim by or liability to any person or entity arising out of or in connection with exercise of the Pipeline Easement by Pipeline Easement Owner, its designated contractors, lessees, sublessees, licensees, agents, and employees, and (ii) any loss of or damage to the property of the Servient Owner arising out of or in connection with exercise of the Pipeline Easement by Pipeline Easement Owner, its designated contractors, lessees, sublessees, licensees, agents, and employees, except for claims, liabilities, loss or damage caused by the Servient Owner's negligence or willful misconduct.

The Servient Owner shall have no liability to the Pipeline Easement Owner, its designated contractors, lessees,

sublessees, licensees, agents, or employees for (i) any claim by or liability to any such person or entity arising out of or in connection with the use of, or activities upon, the Pipeline Easement Property by the Servient Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees, or (ii) any loss of or damage to the property of Pipeline Easement Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees, including, without limitation, the Pipeline Improvements, arising out of or in connection with the use of, or activities upon, the Pipeline Easement Property by the Servient Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees, except in each case as such claim, liability, loss or damage is the result of the negligence or willful misconduct of the Servient Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees. In no case shall the Servient Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees be liable to the Pipeline Easement Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees for consequential, special, indirect or incidental damages even if the Servient Owner, its designated contractors, lessees, sublessees, licensees, agents, or employees are or have been advised of the possibility of the same.

Prior to exercising any rights to construct additional Pipeline Improvements, Pipeline Easement Owner shall obtain or extend at its sole expense general liability insurance naming the Servient Owner as an additional insured with respect to and to the extent of the exercise of such rights upon such terms and in such amounts as are reasonable and customary and issued by companies reasonably approved by the Servient Owner. The Servient Owner shall be furnished with a certificate of each policy required to be provided by Pipeline Easement Owner.

If the Servient Owner reasonably desires to have a portion of any Pipeline Improvements located on the Pipeline Easement Property relocated in order to utilize land covered by the Pipeline Easement Property for (i) the operation of passenger rail service thereon, (ii) a passenger terminal, or (iii) parking to serve passenger rail customers, the Servient Owner shall notify the Pipeline Easement Owner of such desire in writing specifying in reasonable detail (A) the nature and extent of the proposed use, (B) the legal description of the portion of the Pipeline Easement Property on which relocation is being requested, (C) the date upon which the Servient Owner desires the relocation of such improvements to be completed, (D) the legal description of a proposed alternate easement (the "Alternative Easement") (which shall provide the Pipeline Easement Owner the ability to maintain continuous communications and/or utility connections, as applicable, across the Property which are not substantially less convenient than is provided by the existing Pipeline Easement Property), (E) evidence establishing that the

Servient Owner has the legal right to convey to the Pipeline Easement Owner an easement over the Alternative Easement, (F) a draft instrument in form and substance reasonably satisfactory to the Pipeline Easement Owner granting the Pipeline Easement Owner an easement over the Alternative Easement, and (G) a copy of the latest plans and specifications for the project proposed by the Servient Owner which requires such relocation.


Within four months after receiving the notice and documents specified above, the Pipeline Easement Owner shall, at its sole cost and expense, relocate any Pipeline Improvements located on the specified portion of the Pipeline Easement Property to the Alternative Easement and shall quitclaim to the Servient Owner all of its right, title and interest in the portion of the Pipeline Easement Property from which such improvements have been relocated. Notwithstanding the foregoing, the Pipeline Easement Owner shall not be required to relocate any Pipeline Improvements more than one time.

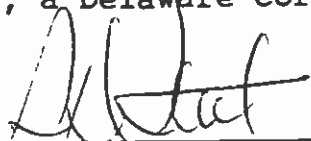
IN WITNESS WHEREOF, Grantor has set its hand and seal
this 7 day of February, 1991.

GRANTOR:

SOUTHERN PACIFIC TRANSPORTATION
COMPANY, a Delaware corporation

ATTEST:

By: 
Printed Name: William H. Park Jr.
Its: Assistant Secretary

By: 
Printed Name: J. S. D. Steel
Its: VICE-PRESIDENT

[SEAL]

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

On February 7th 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared S. D. STEEL and WILLIAM H. PAUL JR., 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 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

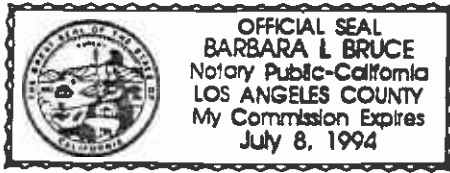


EXHIBIT A

(Attached to and forming a part of Quit Claim Deed,
Los Angeles County, California, dated February 1, 1991,
from Southern Pacific Transportation Company
to Los Angeles County Transportation Commission.)

LOS ANGELES COUNTY, CALIFORNIA

All lands and property of the Southern Pacific Transportation Company's "West Santa Ana Branch" situated in the County of Los Angeles, State of California, extending easterly from the end of said Branch at Milepost BBL 495.14 near Paramount, California (said Milepost being at the easterly line of land described in "Order for Possession", dated November 26, 1986, Parcel 71400, No. C-538201, Records of Los Angeles County) to Milepost BBL 503.20 that is the common line between Los Angeles and Orange Counties.

1/29/91

Exhibit "B"

Those parcels of land situated in the Rancho Los Coyotes, County of Los Angeles, State of California, described as follows:

Parcel 1 [16" S.P.P.L. (L.S - 1)]

A strip of land, 10 feet in width, being a portion of the land described in deed dated February 13, 1904 from George M. Gann to the Los Angeles Inter-Urban Railway Company, recorded January 17, 1906 in Book 2540 of Deeds, Page 169 and a portion of land described in deed dated January 12, 1904 from William T. Gann, et ux. to Los Angeles Inter-Urban Railway Company, recorded January 17, 1906 in Book 2540 of Deeds, Page 171, both recorded in records of Los Angeles County, lying 5 feet on each side of the following described center line:

Beginning at the point of intersection of the northeasterly line of land described in said deed dated February 13, 1904 with a line parallel with and distant 30 feet westerly, measured at right angles, from the north-south quarter section line of Section 26, Township 3 South, Range 12 West, S.B.B. & M.; thence South along said parallel line, 124 feet to a point in the southwesterly line of land described in said deed dated January 12, 1904.

The side lines of the above described 10 foot wide strip of land terminate in the northeasterly line of land described in said deed dated February 13, 1904 and in the southwesterly line of land described in said deed dated January 12, 1904.

1/29/91

Parcel 2 [24" S.P.P.L. (L.S - 105)]

A strip of land, 10 feet in width, being a portion of the land described in two deeds dated November 21, 1905 from Jotham Bixby Company to Los Angeles Inter-Urban Railway Company, recorded December 23, 1905 in Book 2525 of Deeds, one on Page 291 and the other on Page 294, records of Los Angeles County, being 5 feet on each side of the following described center line:

Beginning at the point of intersection of the northeasterly line of land described in said deed recorded on Page 294 with a line parallel with and distant 5 feet northerly, measured at right angles, from the east-west quarter section line of said Section 26; thence West, along said parallel line, 27 feet to a point in a line parallel with and distant 16 feet southwesterly, measured at right angles, from said northeasterly line of land described in said deed recorded on Page 294; thence North 53°47'30" West, along last said parallel line, 58 feet to a point in a line parallel with and distant 40 feet northerly, measured at right angles, from said east-west quarter section line of said Section 26; thence West, along last said parallel line, 143 feet to a point in the southwesterly line of land described in said deed recorded on Page 291.

The side lines of said 10 foot wide strip of land terminate in the northeasterly line of land described in said deed recorded on Page 294 and in the southwesterly line of land described in said deed recorded on Page 291.

Parcel 2 is a portion of the 10 foot wide strips of land

19,
described in Indenture dated November 1, 1975 from Southern Pacific
Transportation Company to Southern Pacific Pipe Lines, Inc.
recorded December 15, 1975 as D6904 of Official Records, Page 482,
records of said Los Angeles County.

LOS ANGELES COUNTY TRANSPORTATION COMMISSION
CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in the real property quitclaimed by the Quitclaim Deed, dated February 7, 1991, from Southern Pacific Transportation Company, a Delaware corporation, to the Los Angeles County Transportation Commission, a county transportation commission existing under the authority of §130050 et seq. of the California Public Utilities Code, is hereby accepted by the undersigned officer of the Los Angeles County Transportation Commission on behalf of the Los Angeles County Transportation Commission on February 7, 1991, pursuant to authority conferred by resolution of the Los Angeles County Transportation Commission adopted on October 11, 1990, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: February 7, 1991

LOS ANGELES COUNTY TRANSPORTATION
COMMISSION, a county transportation
commission

By:


Printed Name: NEIL PETERSON
Its: EXECUTIVE DIRECTOR

ASSIGNMENT, ASSUMPTION AND INDEMNIFICATION AGREEMENT
(Leases and Other Agreements)
(West Santa Ana -- Los Angeles County)

THIS AGREEMENT dated this 7th day of February, 1991 is by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("Assignor") and LOS ANGELES COUNTY TRANSPORTATION COMMISSION ("Assignee").

RECITALS

A. Assignor and Assignee have entered into the Purchase and Sale Agreement, dated October 11, 1990 (the "Purchase Agreement"), whereby Assignor agreed to sell to Assignee certain property, as described therein, including, without limitation, the interest of Assignor as transferred pursuant to that certain Grant Deed of even date herewith with respect to the property commonly referred to as that portion of the West Santa Ana Line located in Los Angeles County, together with the Seller's interest in all of the leases (the "Leases") and the other agreements (the "Other Agreements") identified in Exhibit A attached hereto, which relate to such property.

B. In the Purchase Agreement, Assignee agreed that it or its assigns would assume, from and after the Closing Date, all of the Assignor's obligations under the Leases and the Other Agreements.

C. Under Sections 5.3(a)(iii) and 5.3(b)(iii) of the Purchase Agreement, Assignor and Assignee are obligated to execute and deliver this Agreement, with respect to the Leases and the Other Agreements, as of the Closing Date.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions herein contained, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns, conveys, sells and transfers to Assignee, its successors and assigns, and Assignee hereby takes and accepts from Assignor, all of Assignor's right, title and interest in, under and to the Leases and the Other Agreements and (subject only to the provisions for proration contained in the Purchase Agreement) to all rents, security deposits and other sums now or hereafter owing, and to all other rights, benefits and privileges now or hereafter accruing to the lessor thereunder.

2. Assumption of Obligations and Liabilities and Indemnification by Assignee. Assignee hereby assumes all of the obligations and liabilities of Assignor under the Leases and the Other Agreements accruing from and after the date hereof, and

unconditionally indemnifies and holds harmless Assignor, its representatives, successors and assigns, from and against any and all debts, claims or liabilities of any nature (including but not limited to reasonable attorneys' fees) arising from or related to the Leases and the Other Agreements from and after the date hereof.

3. Warranty, Representation and Indemnification by Assignor. Assignor hereby represents and warrants to Assignee that Assignor holds all the right, title and interest, as stated therein, in, under and to the Leases and the Other Agreements. Assignor unconditionally indemnifies and holds harmless Assignee, its successors and assigns, from and against any and all debts, claims or liabilities of any nature (including but not limited to reasonable attorneys' fees) arising from or related to the Leases and the Other Agreements prior to the date hereof.

4. Attorneys' Fees. Should either party institute any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees) incurred by such prevailing party in connection with such action or proceeding.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

6. Governing Law. This Agreement shall be deemed to be an agreement made under the laws of the State of California and for all purposes shall be governed by and construed in accordance with such laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

ASSIGNOR:

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation

By: 

Printed Name: S.A. STEEL

Its: VICE-PRESIDENT

ASSIGNEE:

LOS ANGELES COUNTY TRANSPORTATION COMMISSION

By: 

Printed Name: NEIL PETERSON

Its: EXECUTIVE DIRECTOR

Exhibit A

(Attached to and forming a part of
the Assignment, Assumption and Indemnification Agreement,
dated February 7th, 1991, between Southern Pacific Transportation
Company and Los Angeles County Transportation Commission.)

**WEST SANTA ANA BRANCH LINE
LOS ANGELES COUNTY**

<u>Audit No.</u>	<u>Tenant/Other Party</u>	<u>Effective Date</u>
<u>Leases</u>		
186057 *	Lester Schroyer	October 1, 1978
199673	Mohammed Idrees	September 1, 1982
173802	Douglas Oil Company (Paramount Petroleum Corp.)	April 1, 1974
205516	Robert Melendez dba Extrude Hone	August 1, 1986
013911 **	Berman Building and Investment Company (Mackenzie & Dorayer)	March 1, 1963
165513	Governale Enterprises, Inc. (Don D. and Daisy M. Ruddick)	February 1, 1971
157889 *	Clyde M. Wilson dba Clyde M. Wilson Produce	September 1, 1968
176262	M. W. Mustafa Torok	August 1, 1974
209383	Mr. Hugh Fenderson	June 1, 1989
172549	Roger S. Butt	August 15, 1973
177078	George Verhoeven Feed Co.	March 23, 1975
<u>Sign Leases</u>		
149499	Pacific Outdoor Advertising Co. (Gannett Outdoor Co.)	March 1, 1966
014674	Melvin Genser Outdoor Advertising Co. (National Advertising Company) (3M National)	May 1, 1965

011494	Pacific Outdoor Advertising Co. (Gannett Outdoor Co.)	March 1, 1957
154311	Foster and Kleiser (Patrick Media Group)	January 1, 1968
011792	Pacific Outdoor Advertising Co. (Gannett Outdoor Co.)	January 1, 1958
013206	Foster and Kleiser (Patrick Media Group)	May 1, 1961
011896	Pacific Outdoor Advertising Co. (Gannett Outdoor Co.)	March 15, 1958
167239	Foster and Kleiser (Patrick Media Group)	March 1, 1972
011509	Pacific Outdoor Advertising Co. (Gannett Outdoor Co.)	April 1, 1957
011216	Pacific Outdoor Advertising Co. (Gannett Outdoor Co.)	August 15, 1956
010519	Foster & Kleiser (Patrick Media Group)	June 1, 1955
014789	Foster and Kleiser (Patrick Media Group)	December 1, 1965

Utility Agreements

163968	Park Water Company	July 24, 1970
010853	Southern California Edison Co.	September 26, 1955
204402	Pacific Bell	October 16, 1985
011399	Standard Oil Company of California (Chevron USA, Inc.)	December 5, 1955
202414	California Cablesystems, Inc. (American Cablesystems of California, Inc.)	July 17, 1984
202415	California Cablesystems, Inc. (American Cablesystems of California, Inc.)	July 17, 1984
009960	Standard Oil Company of California (Chevron USA, Inc.)	February 1, 1952

163645	Standard Oil Company of California (Chevron USA, Inc.)	June 15, 1970
168014	Pacific Telephone and Telegraph (Pacific Bell)	November 11, 1971
202929	Park Water Company	August 7, 1984
199263	Six Star Nielson Cablevision of Los Angeles (American Cablesystems of California, Inc.)	May 27, 1983
009936	Union Oil Company of California	September 1, 1950
009605	Union Oil Company of California	September 1, 1950
010807	Somerset Mutual Water Company	August 24, 1955
195606	Southern California Gas Company	February 26, 1982
202695	Western Union	December 10, 1984
169526	Southern California Edison Company	August 30, 1972
203346	A.T.&T. Communications Company	May 30, 1985
165816	Southern California Gas Company	November 29, 1976
205751	Los Angeles County, Department of Public Works	September 3, 1986
165399	General Telephone Company of California	December 23, 1970
158106	General Telephone Company	September 19, 1968
011537	Southern California Edison Company	March 15, 1957
207779	Premiere Cable	November 30, 1987
152714	Southern California Gas Company	January 9, 1967
206309	Geophysical Service Inc.	November 6, 1986
208587	GTE of California	August 10, 1988
208576	GTE California Incorporated	July 7, 1988
206319	Geophysical Service Inc.	November 6, 1986

206310	Geophysical Service Inc.	November 6, 1986
163828	General Telephone Company of California	June 1, 1970
153107	Shell Oil Company	February 17, 1967
208588	GTE California Incorporated	July 27, 1988
153183	Southern California Edison Company	February 28, 1967

Private Roadway/Access

167300	Governale Enterprises, Inc. (Don D. and Daisy M. Ruddick)	September 1, 1971
153866	Guy F. Atkinson and Company	May 12, 1967
193383	Union Development Company, Inc.	July 1, 1981

Easements

199995 *	City of Paramount	April 19, 1983
192056 *	City of Paramount	April 20, 1981
202283	City of Paramount	January 21, 1985
160514 *	City of Paramount	April 11, 1969
184530 *	City of Paramount	May 9, 1978
161746 *	Paramount County Water District	October 21, 1969
198982	City of Paramount	February 1, 1983
176658 *	City of Paramount	December 17, 1974
189269 *	City of Paramount	May 30, 1980
180834 *	City of Bellflower	April 11, 1977
167329 *	Southern California Edison	June 25, 1971
182777 *	City of Bellflower	February 27, 1978
160860 *	State of California	July 31, 1969

198874 *	City of Cerritos	April 26, 1983
182673 *	City of Cerritos	March 1, 1978
176061 *	City of Cerritos	October 11, 1974
184488 *	City of Cerritos	September 1, 1982
160292 *	City of Cerritos	May 19, 1969
166838 *	City of Cerritos	May 20, 1971
175104 *	City of Cerritos	January 17, 1974
175103 *	City of Artesia	April 30, 1974
159470 *	City of Cerritos	January 2, 1969
178921 *	City of Cerritos	January 19, 1976
189239 *	City of Cerritos	February 6, 1980
199531 *	City of Cerritos	May 12, 1983
182639 *	City of Cerritos	August 18, 1977

Drainage Easements

160726 *	City of Paramount	June 17, 1969
181021 *	City of Paramount	January 6, 1977
164607 *	City of Bellflower	August 24, 1970
204251 *	City of Bellflower	July 17, 1985
192173 *	City of Cerritos	September 18, 1981
178918 *	State of California/ Department of Transportation	October 16, 1975
189325 *	City of Cerritos	August 5, 1980
156298 *	Los Angeles County Flood Control District	October 23, 1967
163783 *	City of Cerritos	June 9, 1970
166310 *	City of Cerritos	March 24, 1971

163785 * City of Cerritos

June 9, 1970

Longitudinal Pipelines

204329 *** Four Corners Pipeline Company

July 20, 1986

Crossing Agreements

5061-1 * Los Angeles & Salt Lake
Railroad Company
(Union Pacific Railroad)

May 5, 1932

- * A photocopy of the agreement has been provided in place of the original agreement.
- ** The lease was entered into with Berman Building and Investment Company, a former occupant of adjacent property. The current occupant of the adjacent property continues to use the premises and pay the rental provided for in the lease, but has never signed a lease.
- *** This document also affects property in Orange County. It is being assigned to the LACTC only insofar as it affects the property as described in the grant deed of the West Santa Ana branch line of even date herewith.

(TAB #211 - 12/21/90 also et
also see Job #67 - 4/18/91 Clou
of Golden Park
et al

AGREEMENT REGARDING INTERIM USE OF TRACKS

THIS AGREEMENT dated as of October 26, 1990, is entered into between Southern Pacific Transportation Company, a Delaware corporation ("Seller"), and the Los Angeles County Transportation Commission ("Purchaser") with reference to the following facts:

A. Seller and Purchaser have entered into a Purchase and Sale Agreement dated October 11, 1990 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell to Purchaser certain railroad rights-of-way, together with certain adjoining land and improvements, located in the State of California, all of which are included in the definition of "Property" in the Purchase Agreement.

B. The Purchase Agreement provides for several closings in phases of the rights-of-way and other properties. Although certain operating railroad rights-of-way are being sold in their entirety, Seller desires to provide continuing freight service on those rights-of-way following each Closing with respect to a right-of-way.

C. Purchaser is willing to permit Seller to continue such freight service on the terms set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope. This Agreement shall apply only to those portions of the Operating Land identified in Exhibit A of the Purchase Agreement as follows: the Burbank Branch, the West Santa Ana Branch, the State Street Branch, the Azusa Branch, the

Baldwin Park Branch and that portion of the Santa Monica Branch between milepost 485.69 and milepost 494.65. References in this Agreement to "rail lines," "rail lines located on the Property" and similar references shall mean and include only rail lines on the portions of the Operating Land included within the scope of this Agreement by this Section 1. The provisions of this Agreement shall become operative as to a rail line only upon the Closing of the purchase of that rail line by Purchaser.

2. Pre-Commute Period.

(a) Seller currently provides and will provide, as a common carrier, rail service to Served Shippers using rail lines located on the Property. Seller shall retain the sole right and obligation to use the existing rail lines (subject to Permitted Exceptions) to provide freight rail service for the Pre-Commute Period; provided, however, the service by Seller shall be limited to Local Freight Rail Service. With respect to the State Street Branch, Seller shall also retain the right to move "bridge" or "overhead" traffic during the Pre-Commute Period. During such period, Seller shall have the exclusive right to provide freight rail service, and neither Purchaser nor any person or entity other than Seller shall be permitted to provide Local Freight Rail Service or "bridge," "overhead" or any other freight rail service using the rail lines on the Property. Unless otherwise required by law, Seller shall not make any physical modifications to the track structures for the purpose of providing Local Freight Rail Service to any shipper other than a

currently served shipper, unless Seller shall have given at least 90 days' prior written notice thereof to Purchaser. Furthermore, Seller shall notify Purchaser in writing as soon as is reasonably practicable that Seller intends to provide or is providing freight rail service to any shipper on any rail line other than a currently-served shipper. Unless otherwise required by law, Seller shall not materially extend or increase its freight rail service obligations to any Served Shipper except on the Azusa Branch without providing notice thereof to Purchaser as soon as is reasonably practicable. Seller expressly retains and Purchaser expressly declines to assume any obligation to provide such freight rail service or to assume any common carrier obligation or any other obligation with respect thereto, except to the extent that Purchaser, subject to the terms of this Agreement, is permitted to do so and specifically elects in writing to do so. Such freight rail service shall be provided by Seller until the ICC Date as defined herein.

(b) During the Pre-Commute Period as defined in subsection 2(d) below, Seller shall (i) at its sole cost and expense, and subject to its sole management and control, maintain the track structures, bridges, signal systems and appurtenant railroad facilities located on the Property to a level reasonably determined by Seller to be consistent with the use being made thereof by Seller (but at least to the standard required by the F.R.A. for Seller's operations, so long as Seller is conducting freight rail operations on the rail line), (ii) have full

responsibility for and control over operations and dispatching, and (iii) indemnify and hold Purchaser harmless from and against any and all cost, expense or liability associated with Seller's operations on such rail line and its maintenance of such rail line as required herein, including but not limited to reasonable attorneys' fees. Notwithstanding the foregoing, Purchaser shall have control over, and shall be responsible for, any material improvements to be made to the Property during the Pre-Commute Period, including without limitation any track crossings, grade separations or improvements requested by any governmental or quasi-governmental agency or any third party, and the financing thereof, unless such improvements are required by Seller or such agency (other than Purchaser) solely for or solely as a result of Seller's own use.

(c) During the Pre-Commute Period, Purchaser shall have reasonable access to the Land for the purpose of surveying, inspecting or testing the Land or for any other similar limited purpose, upon giving reasonable notice to Seller; provided, however, prior to the Changeover Date for a rail line or portion thereof, Purchaser shall not undertake any significant activities on the rail line or portion thereof, including without limitation any rehabilitation, construction or relocation activities or any passenger service and prior to the commencement of any activities, shall provide the notice referred to in subsection (d). During any period of continued access, when reasonably required, Seller shall control and dispatch Seller's

trains to minimize conflict with Purchaser's activities. If Purchaser reasonably requests (except on the Azusa Branch), Seller shall issue notices of interrupted service, including embargo notices (with duration thereof to be specified by Purchaser) to affected Served Shippers. Any access or activity by Purchaser pursuant to this Section 2 shall be coordinated with Seller to minimize interference with freight service, but Seller shall bear the financial cost of any such interruption relating to freight operations, including the cost of flagmen or safety signals. Purchaser shall hold harmless, indemnify and defend Seller from and against any cost, expense, claim or liability (other than labor disputes or claims) resulting from any such access or activities.

(d) For purposes of this Agreement, the "Changeover Date" for a rail line or any portion thereof is the date on which Purchaser shall be deemed to have assumed sole responsibility for the rail line or portion thereof, which shall be the earlier of (i) the ICC Date or (ii) the date on which Purchaser elects to assume sole responsibility for the rail line or portion thereof, as specified in a written notice of such election delivered to Seller at least 30 days (with respect to the State Street Branch, that portion of the Azusa Branch between Bassett and Orange Avenue Junction and that portion of the Baldwin Park Branch between Orange Avenue Junction and Claremont) or 90 days (with respect to the other rail lines and portions thereof) prior to the date specified in the notice as the

Changeover Date. The period from the Closing Date to the Changeover Date is herein referred to as the "Pre-Commute Period." The date that is the effective date of an order by which the ICC grants authority to abandon or transfer freight rail service on a rail line or portion thereof is hereinafter referred to as the "ICC Date" for such rail line or portion thereof.

3. Shared Use Period.

(a) As of and after the Changeover Date, on any rail line, Purchaser or its independent contractor shall assume sole responsibility for the operations, maintenance and dispatching of such rail line and its appurtenant facilities, subject, however, to joint use of such rail line by Seller in accordance with the terms of an agreement (a "Shared Use Agreement") to be entered into by Seller and Purchaser prior to the Closing of the specific rail line involved or, with respect to the Azusa Branch, prior to the first Closing to be held in accordance with Section 5.2(d) of the Purchase Agreement. With respect to rail lines other than the Azusa Branch, Seller shall continue to operate and shall retain all of the rights and obligations with respect to freight service which are set forth in Section 2(a) hereof, and provide such freight service until a Seller Determination or a Purchaser Determination and the applicable ICC Date, all in accordance with the terms of the Shared Use Agreement for such rail line.

(b) As of and after the Changeover Date with respect to the Azusa Branch and until a Seller Determination and the applicable ICC Date, Seller shall continue its freight operations thereon in accordance with the Shared Use Agreement for such branch and shall retain the exclusive right to provide freight rail service thereon (except as specified in section (c)); provided, however, the service by Seller shall be limited to Local Freight Rail Service.

(c) As of and after the Changeover Date, neither Purchaser nor any person or entity other than Seller shall be permitted to provide Local Freight Rail Service or "bridge," "overhead," or any other freight rail service using the rail lines on the Azusa Branch, except as provided in the following sentence. After the Changeover Date with respect to the Azusa Branch, and after the ICC Date with respect to those lines that connect to the Azusa Branch, a carrier that is not a Class I carrier, and is not operating either directly or indirectly on behalf of a Class I carrier, may provide only "bridge" or "overhead" freight rail service on such lines only on the following conditions: (i) such service shall not delay or otherwise interfere with Seller's Local Freight Rail Service; (ii) any car transported by such "bridge" or "overhead" carrier shall be in its own account; and (iii) such carrier shall have first executed an agreement with Purchaser and Seller providing that such carrier shall not at any time serve or seek the right to serve any shippers or potential shippers on such rail lines.

(d) Each Shared Use Agreement shall include provisions which establish: (i) a reasonable, all-inclusive fee per car to be paid to Purchaser for the use of such rail lines, (ii) that any such freight service shall not interfere with Purchaser's scheduled passenger service, and (iii) that, if the parties so agree, Seller may provide dispatching services for the rail line as an independent contractor so long as the only trains operating on the rail line are Seller's trains and freight trains of the "bridge" or "overhead" carrier referred to in subsection (c) above. Immediately after Seller has terminated service to the last Served Shipper on any line or Seller wishes otherwise to terminate freight service on a line which is covered by a Shared Use Agreement, Seller promptly, and at its own expense, shall take all action necessary or appropriate to seek authority to abandon or discontinue all freight operations and to terminate its common carrier obligation on such line pursuant to all applicable government regulations. The affected Shared Use Agreement will terminate on the ICC Date for such line or portion thereof.

4. Determinations.

(a) Seller may not terminate its Local Freight Rail Service except in accordance with this Section 4. At any time during the Pre-Commute Period or after the Changeover Date, Seller may elect to seek to terminate such freight rail service (a "Seller Determination") in the manner provided below. At any time after the Changeover Date, Purchaser may elect to request

Seller to terminate such service on any rail line or portion thereof to which Purchaser has acquired title (except the Azusa Branch) if either (i) Purchaser intends to commence construction of facilities for passenger service on the applicable portion of the Property and there exists a basis for terminating or providing alternative freight service, or (ii) Purchaser has other grounds for reasonably permitting or causing termination of Seller's freight rail service (a "Purchaser Determination"). In the case of either a Seller Determination or a Purchaser Determination, the applicable party shall follow the procedures set forth herein. Upon making such election, Seller or Purchaser, as the case may be, shall notify the other party in writing and seek authority from the Interstate Commerce Commission ("ICC") to either abandon or transfer Seller's freight rail service. In the case of a Purchaser Determination, Seller shall not contest such request and shall provide all necessary information for Purchaser to complete the ICC application subject to an agreement for appropriate protection of confidential business information. Seller shall continue to provide such service and to retain all of the rights and obligations described in Sections 2(a), 3(b) and 3(d) above until the ICC Date. No Purchaser Determination may be made with respect to the Azusa Branch.

5. Property Taxes. Notwithstanding any provision of this Agreement or the Purchase Agreement to the contrary, to the extent any real property taxes continue to be payable which are

not otherwise enjoined by court order with respect to any portion of the Property during the Pre-Commute Period or thereafter by reason of Seller's continued use of such portion of the Property in accordance with this Agreement, Seller will pay, to the extent required to do so, such real property taxes prior to delinquency and shall protect, defend, indemnify and hold Purchaser harmless from and against any and all liability, loss, cost, damage or expense (including, without limitation, reasonable attorneys' fees) Purchaser may sustain or incur on account of any such real property taxes by reason of this provision.

6. Indemnification. Seller shall protect, defend, indemnify and hold Purchaser harmless from and against any and all liability, loss, cost, damage or expense (including, without limitation, reasonable attorneys' fees) Purchaser may sustain or incur by reason of any discontinuance by Seller of freight rail service on any portion of the Property after the conveyance thereof to Purchaser by reason of a Seller Determination or otherwise (except by reason of a Purchaser Determination, or any other action taken or caused by Purchaser or its agents, which is in whole or in part the basis of such loss, claim or damage to the extent that such action is the basis of such loss, claim or damage) or any alleged obligation of Purchaser to provide any such freight rail service, including, without limitation, by reason of the provisions of 49 U.S.C. § 11101(a). Purchaser shall hold harmless, protect, indemnify and defend Seller from and against any and all liability, loss, cost, damage or expense

(including without limitation, reasonable attorneys' fees) Seller may sustain or incur by reason of the termination or denial of rail service to any shipper or potential shipper as a result of a Purchaser Determination or of Purchaser's withholding its consent, and from any expense related to such claim, including without limitation, reasonable attorneys' fees.

7. Assignment. Seller may assign or otherwise delegate any of its rights and duties hereunder or under the Shared Use Agreement to any financially and operationally responsible party without the consent of Purchaser; provided, that, at Purchaser's request, Seller shall provide reasonable evidence that such party is financially and operationally responsible. Any other assignment or delegation shall require the prior written consent of Purchaser. No such assignment or delegation shall relieve Seller of any of its duties or obligations hereunder or under the Shared Use Agreement unless otherwise expressly agreed to in writing by Purchaser.

8. No Third Party Beneficiaries. This Agreement is for the benefit of the parties hereto and their successors and assigns only, and shall not be deemed to inure to the benefit of any third parties.

9. Definitions. For the purposes of this Agreement, all capitalized terms not otherwise defined herein shall have the meaning given them in the Purchase Agreement, and the following terms have the meaning set forth below:

(a) "Azusa Branch" shall mean the Railway Facility described as the Azusa Branch in Exhibit A of the Purchase Agreement.

(b) "Changeover Date" shall have the meaning set forth in Section 2(d) of this Agreement.

(c) "ICC" shall have the meaning set forth in Section 2(d) of this Agreement.

(d) "ICC Date" shall have the meaning set forth in Section 2(d) of this Agreement.

(e) "Local Freight Rail Service" shall mean traffic that originates or terminates on the applicable rail line, and shall not include "bridge," "overhead" or any other traffic that neither originates nor terminates on the rail line.

(f) "Pre-Commute Period" shall have the meaning set forth in Section 2(d) of this Agreement.

(g) "Purchaser Determination" shall have the meaning set forth in Section 4 of this Agreement.

(h) "Seller Determination" shall have the meaning set forth in Section 4 of this Agreement.

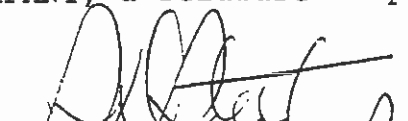
(i) "Served Shippers" shall mean the shippers currently served on the rail lines listed in Exhibit A hereto, any other or future shippers with respect to which Seller has complied with the terms of this Agreement and any other or future shippers on the Azusa Branch.

(j) "Shared Use Agreement" shall have the meaning set forth in Section 3 of this Agreement.

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

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation

LOS ANGELES COUNTY TRANSPORTATION COMMISSION

By: 
Title: Vice-President

By: 
Title: EXECUTIVE DIRECTOR

LA BASIN

BRANCH NAME

AZUSA

CUSTOMER LISTING

SCOTT CAUDILL LUMBER CO
 DECORATIVE SPECIALTIES INC
 UNITED CONCRETE PIPE
 AL'S WHOLESALE LUMBER
 CHARLEYS FENCE
 FERNAL TEC
 HEET BROTHERS FENCE
 QUALITY FOAM
 DAVIS WALKER CORP
 ORBAN LUMBER CO
 J H BIGGAR FURNITURE
 NORAC COMPANY
 REICHHOLD CHEMICAL INC
 OIL SOLVENT PROCESS CO
 MILLER BREWING CO
 CRITERION CATALYST COMPANY
 ARCADIA LUMBER COMPANY
 CALMAT CO
 BOLCOF PLASTICS MATERIALS
 HEPPNER HARDWOODS INC
 CALIFORNIA AMFORGE CORP
 BEATRICE HUNT WESSON (reichhold chem)
 BUSCH AGRICULTURAL RESOURCE (miller
 brewing)
 HARDWOODS (scott caudill lbr co)
 LANES TAVANLU (scott caudill lbr co)
 NESTLE FOODS
 BURNS LUMBER (arcadia lbr co)
 FREMONT FOREST PRODUCT (arcadia lbr co)
 GEORGIA PACIFIC (arcadia lbr co)
 MARQUA WOL LUM (calmat co)
 SUNCRE FOR IND (arcadia lbr co)
 ED FOULUMBER
 VELSIC CHEMICAL (norac)

BRANCH NAME

BALDWIN PARK

CUSTOMER LISTING

SAN GABRIEL VALLEY TRIBUNE
 AMERICAN PHARMASSEAL
 PICKS BUILDING MATERIAL SUPPLY
 VITA-PAK CITRUS PRODUCTS
 SILVERLINE INDUSTRIES (roberts)
 AERO PRESS CORPORATION
 MOHAWK WESTERN PLASTIC
 PAPER-PAK PRODUCTS

BALDWIN PARK

STATE OF CALIFORNIA
ETHYL PRODUCTS
NAJESCO LUMBER & TRUSS CO INC
PORT COSTA MATERIAL
BOYD LUMBER
AMERICAN NATIONAL CAN
H & M WHOLESALE LUMBER
EL DORADO WOOD PRODUCTS
WESTERN AMERICAN FOREST PRODUCT
BEAR FOREST PRODUCTS
RIALTO LUMBER CO.
STAR LUMBER CO.
MERCHANT METALS INC.
ROBERTS
BAXTER INTERNATIONAL
ACME GENERAL CORP
HALBERT LUMBER INC
SAN DIMAS LUMBER CO
ALLAN
CARGILL
CROWN ZELLERBACH
DOW CHEMICAL
FLINT INK
ADMIRA TRANSP
BROWN LINE
BUILDEMARAME
GUARAN PRODUC
HIBERN PETRPL
HOUSE PACKAGING
JAMES RIVER
KERN FOODS
LAWRENR MCCOY
LIGHT MET INDU
MONSANTO
SANWA FOODS
SONOCO PRODUC
TAYLOR TRUCKING
TCR INDUSTRIES
TEL AUTOGRAPH
WILLIAM SALES
BAXTER HEACAR (baxter int'l)
GEORGIA PACIFIC
SAN GABRIEL VALLEY TRIBUNE
KAISER TECH LTD
HMUEHLSTEIN (mohawk west plastics)
DEPARTCHISUR (state of calif.)
US DEP AGRICUL (state of calif.)
CAL PUMICE SALES
PERRY HKOPSON
KEEPONTRUCKING (boyd lbr)
ENSWOR FOR PRO
TAMCO
CHEM WEINDUST
FERRELGAS

BALDWIN PARK

TEXAS PIPE LINE
 UNIONCARBIDE
 AMERICA INTERN
 CHANDLER LUMBER
 FONTAN WHO LUM
 GW MANUFACTURE
 SANBER STEEL
 SELECTPALLET
 SG HERRICK
 SIERRA MAD LUM
 SOUTHERN PAC PIP
 TRANS WES CHEM
 ALLCOA FOR PRO (bear forest)
 EL DORADO WOOD
 GEORGIA PACIFIC (picks build mat sup)
 HM WHOLES LUMB (bear forest)
 SOKAMI LUMBER (bear forest)
 UNITED PAC MIL
 WEYERHAEUSER (bear forest)

BRANCH NAME

CUSTOMER LISTING

BURBANK

GEORGIA PACIFIC
 HULL LUMBER CO
 BLANCHARD WHOLESALE TIMBER
 VAN NUYS PLYWOOD & LUMBER
 AETNA LUMBER PRODUCTS
 MCKAY LUMBER
 NEIMAN REED LUMBER
 TERRY BUILDING CENTER
 OLD COUNTRY BAKERY
 BURNS LUMBER (terry building center)
 FREMONT FOR PRO (aetna lbr co)
 HAMPTOLUMSAL
 NEWQUIBERGST (terry building center)
 ORO WEA FOODS (old country bakery)
 UNIVERSAL FOR PRO (terry build ctr) CPC
 GROUP
 STROH BREWERY
 GLOBE MET SERV ALLIED PAPER (georgia
 pacific)
 LOS ANGELES TIMES (hull brthrs lbr)
 PARR LUMBER (mckay lbr)
 MARQUAWOLLUM (terry building center)
 AQUATIC INDUSTRIES
 CENTRAL VALLEY BUILDERS SUPPLY
 CHANDLER LUMBER (cal-wal gypsum supply)
 PERRY H KOPSON (aetna lbr)
 CANOGA BUILDING SUPPLY
 BUCKEY PACIFIC (aetna lbr)

BRANCH NAME

SANTA MONICA

CUSTOMER LISTING

GIRARD'S FINE FOODS CO.
J. E. HIGGINS LUMBER
S. E. RYCOFF CO.
GOLDENBURG PLYWOOD CO.
WEYERHAEUSER CO.
SAROYAN LUMBER CO. (TCC INFO)
THRIFTY DRUGS (TCC INFO)

WEST SANTA ANA

LINDSAY LUMBER COMPANY
CHALLENGE PETROLEUM (FORMERLY PARAMOUNT
PETROLEUM CO.)
HAMMOND LUMBER COMPANY
VERHOEVEN FEED COMPANY
SUPRENE - NUTRIUS CO.
THOMPSON FURNITURE
CHEMTAINER INDUSTRIES
KLOCKNER INC.
HARVEST STATES COOP (verhoeven)
T TRANSPORTATION (thompson furniture)
UNIVERSAL FOREST PRODUCT (lindsey lbr)
HUNTWAREFIN (challenge petroleum)
PACIFIC HEDIS
PARAMOUNT CITY ASSOCIATION
THREE CITY TRUCKING

Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

CANNON Y. HARVEY
VICE PRESIDENT AND GENERAL COUNSEL

JOHN J. CORRIGAN
GENERAL COUNSEL-LITIGATION

LOUIS F. WARCHOT
ASSISTANT GENERAL COUNSEL

JOHN MACDONALD SMITH
SENIOR GENERAL ATTORNEY

FACSIMILE
GENERAL (415) 495-5436
LITIGATION (415) 541-1734

WRITER'S DIRECT DIAL NUMBER

ROBERT S. BOGASON
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JAMES M. EASTMAN
KEVIN D. JONES
WAYNE M. BOLIO
GENERAL ATTORNEYS

ROBERT E. PATTERSON
CECELIA C. FUBICH
ATTORNEYS

February 8, 1991

(415) 541-1754

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

Re: Purchase and Sale Agreement
Branch Lines Sale

Gentlemen:

I am the Assistant General Counsel of Southern Pacific Transportation Company, a Delaware corporation (the "Company").

In that capacity, I am providing you this opinion in accordance with Section 5.3(a)(xiii) of the Purchase and Sale Agreement dated October 11, 1990 (the "Agreement"), between the Company and Los Angeles County Transportation Commission.

I have examined originals, or copies certified or otherwise identified to my satisfaction, of the Certificate of Incorporation and the Bylaws of the Company, and such other records, documents, certificates and other instruments as in my judgment are necessary or appropriate to express an opinion on the matters set forth below.

Based upon the foregoing, I am of the opinion that:

1. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified and in good standing in the State of California.

2. The Company has all necessary corporate power and authority to enter into and perform the terms of the Agreement.

3. The execution, delivery and performance by the Company of the Agreement, and each document executed and delivered pursuant thereto, have been duly authorized by all necessary corporate action of the Company.

4. The Agreement, and each document executed and delivered by the Company pursuant thereto constitute legal, valid and binding obligations of the Company, enforceable in accordance with their terms.

The foregoing opinion is subject to the qualifications that: (a) any opinion to the effect that an instrument constitutes a legal, valid, or binding obligation, or that it is enforceable in accordance with its terms, does not include an opinion that specific performance or other equitable relief or remedies would be available in the event of any breach of any particular provisions thereof and is qualified by the effect of applicable bankruptcy, moratorium, insolvency, reorganization, and other such laws; and (b) certain waivers, procedures, remedies and other provisions of the Agreement may be unenforceable under or limited by applicable law, although such law does not, in my opinion, substantially prevent the practical realization of the benefits intended by the Agreement.

This opinion is rendered to you solely in connection with the Agreement, and is not to be made available to or relied upon by any other persons or entities, or to be referred to, or quoted in any manner to, any person or entity without, in each instance, my prior written consent.

Very truly yours,



Louis P. Warchot



COUNTY OF LOS ANGELES

OFFICE OF THE COUNTY COUNSEL

648 HALL OF ADMINISTRATION

500 WEST TEMPLE STREET

LOS ANGELES, CALIFORNIA 90012

DE WITT W. CLINTON, COUNTY COUNSEL

February 8, 1991

TELEPHONE

(213) 974-1879

TELECOPIER

(213) 617-7182

Southern Pacific Transportation Company
One Market Plaza
San Francisco, California 94105

Attention: Mr. Robert F. Starzel

Re: Purchase and Sale Agreement
(West Santa Ana Branch in Los Angeles County)

Gentlemen:

I am a Senior Deputy County Counsel assigned to represent the Los Angeles County Transportation Commission ("LACTC"), State of California.

In the capacity as counsel to the LACTC, I am providing you this opinion in accordance with Section 5.3(b)(vii) of the Purchase and Sale Agreement dated October 11, 1990 (the "Agreement"), between Southern Pacific Transportation Company and LACTC.

I have examined originals, or copies certified or otherwise identified to my satisfaction, of such records, documents, certificates or other instruments as in my judgment are necessary or appropriate to express an opinion on the matters set forth below.

Based upon the foregoing, I am of the opinion that:

1. LACTC is a county transportation commission existing under the authority of § 130000 et seq. of the California Public Utilities Code.
2. LACTC has all necessary power and authority to enter into and perform the terms of the Agreement.
3. The execution, delivery and performance by LACTC of the Agreement, and each document executed and delivered pursuant thereto, have been duly authorized by all necessary action of LACTC.


4. The Agreement, and each document executed and delivered by LACTC pursuant thereto constitute legal, valid and binding obligations of LACTC, enforceable in accordance with their terms.

The foregoing opinion is subject to the qualifications that: (a) any opinion to the effect that an instrument constitutes a legal, valid, or binding obligation, or that it is enforceable in accordance with its terms, does not include an opinion that specific performance or other equitable relief or remedies would be available in the event of any breach of any particular provision thereof and is qualified by the effect of applicable bankruptcy, moratorium, insolvency, reorganization, and other such laws; and (b) certain waivers, procedures, remedies and other provisions of the Agreement may be unenforceable under or limited by applicable law, although such law does not, in my opinion, substantially prevent the practical realization of the benefits intended by the Agreement.

This opinion is rendered to you solely in connection with the Agreement, and is not to be made available to or relied upon by any other persons or entities, or to be referred to, or quoted in any manner to, any person or entity without, in each instance, my prior written consent.

Very truly yours,

DE WITT W. CLINTON
County Counsel

By 
NINA W. PHILLIPS
Senior Deputy County Counsel
Public Works Division

NWP:dh

**FOURTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT is dated this 7th day of February, 1991 (the "Fourth Amendment") and amends the Purchase and Sale Agreement, dated October 11, 1990, between Southern Pacific Transportation Company ("Seller") and Los Angeles County Transportation Commission ("Purchaser"), as amended to date.

RECITALS

A. On October 11, 1990, Seller and Purchaser entered into the Purchase and Sale Agreement (as amended to date, the "Agreement") pursuant to which Purchaser agreed to purchase from Seller and Seller agreed to sell to Purchaser certain land in California, including land in Los Angeles County known as the "Cornfield Fee Parcel."

B. In the Second Amendment to Purchase and Sale Agreement, dated December 20, 1990 (the "Second Amendment"), the parties agreed to test the groundwater under the Cornfield Fee Parcel for the presence of Hazardous Materials (as defined therein). The parties now desire to allow for additional testing and to extend the time period during which such testing may be performed, under the terms and conditions set forth below.

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 to amend the Agreement as follows:

1. Paragraph 9 of the Second Amendment is hereby amended to add the following language to the end of such Paragraph:

"Notwithstanding the foregoing, Purchaser may drill a new 4-inch well on the Cornfield Fee Parcel, at a location chosen by Purchaser and approved by Seller, and take one groundwater sample from such new well. Purchaser shall notify Seller of the date(s) on which the well will be drilled and the groundwater sample taken, and will afford Seller the opportunity to observe the sampling. The sampling shall be tested promptly at a laboratory selected by Purchaser, at Purchaser's expense, and the results of the test will be sent to Purchaser

and Seller on or before the date ten days after the date that the sampling is taken. If the laboratory results indicate the presence of Hazardous Materials in the groundwater on the Cornfield Fee Parcel in excess of legal action levels and if the estimated costs to remediate such Hazardous Materials, when combined with the remediation costs estimated pursuant to the first paragraph of this Paragraph 9, exceed \$500,000.00, then Seller shall have ten days after receipt of the laboratory results to make the election of recission or remediation described in the first paragraph of this Paragraph 9."

2. Paragraph 9 of the Second Amendment is hereby further amended to substitute the date "March 15, 1991" in place of the date "January 31, 1991" recited therein.

3. Except as set forth in this Fourth Amendment, all of the terms and provisions of the Agreement shall remain in full force and effect.

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

SELLER:

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By: 
Its: Vice-President

BUYER:

LOS ANGELES COUNTY
TRANSPORTATION COMMISSION

By: 
Its: EXECUTIVE DIRECTOR

AGREEMENT REGARDING ENVIRONMENTAL MATTERS
(West Santa Ana - Los Angeles County)

THIS AGREEMENT REGARDING ENVIRONMENTAL MATTERS (West Santa Ana - Los Angeles County) (the "Agreement") is dated February 1, 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 "West Santa Ana Branch."

B. The parties now desire to enter into this Agreement to set forth their understanding regarding hazardous materials located on the West Santa Ana Branch 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. Purchaser has notified Seller that it has discovered evidence of Hazardous

Materials (which may or may not exceed legal action levels) at the following locations on the West Santa Ana Branch:

(a) Fill Area. This site is found on Seller's Val-Sec Map V124-9/6, near engineer's stations 679 thru 687, and is identified in the "Preliminary Site Investigation - West Santa Ana Line - Los Angeles and Orange Counties, California"; dated December 1990, by Purchaser's consultant Remedial Action Corporation (the "Report"), as "Station 679-687." The Report states that samples of the fill material at this site contained up to 250 parts per million ("ppm") total petroleum hydrocarbons ("tph"), 6 parts per billion ("ppb") toluene, and 34 ppb xylenes.

(b) Paramount Refinery. This site is found on Val-Sec Map V124-9/8 near engineer's stations 749-774, and is identified in the Report as "Station 749-769" and "Station 770-774." The Report states that the soil and groundwater are contaminated due to refinery operations at the Paramount Refinery.

3. Required Remediation.

(a) (i) 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 sites identified in subparagraphs 2(a) and (b) hereof that Purchaser is legally required to remediate, 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 for remediating such Hazardous Materials. 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.

(ii) 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.

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

(c) 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 portions of the West Santa Ana Branch 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: (i) 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 (ii) 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, 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 sites identified in paragraph 2 hereof, that Purchaser is legally required to remediate.

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: EXECUTIVE DIRECTOR

February 7, 1991

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

Re: Cleanup of Debris Along West Santa Ana Branch
(Los Angeles County)

Gentlemen:

This letter will confirm our agreement to clean up the various areas on our West Santa Ana Branch line located in Los Angeles County which you have identified as containing trash piles, asphalt and other debris, as evidenced by the photographs enclosed with this letter. The cleanup of the debris will be conducted within four months after the date hereof and the cleanup of any items that require special disposition by reason of their toxic nature will be conducted within one year after the date hereof.

You have agreed to provide an inspector to accompany our personnel and to verify that such cleanup has occurred.

Very truly yours,

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By: 
Title: Vice President

AGREED TO AND ACCEPTED
this 7th Day of February, 1991:

LOS ANGELES COUNTY TRANSPORTATION
COMMISSION

By: 
Title: MANAGER OF REAL ESTATE

SETTLEMENT STATEMENT
FOR SALE OF WEST SANTA ANA BRANCH LINE
FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY
TO LOS ANGELES COUNTY TRANSPORTATION COMMISSION

February 7, 1991

	<u>-SELLER- SOUTHERN PACIFIC TRANSPORTATION COMPANY</u>		<u>-PURCHASER- LOS ANGELES COUNTY 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		\$28,914,000.00	\$28,914,000.00		
2. Rental Proration (see attached Exhibit A)	\$10,339.85			\$10,339.85	
<u>AMOUNT TO BE TRANSFERRED AT CLOSING</u>					
<u>PROCEEDS PAID BY WIRE TRANSFER TO SELLER (VIA TITLE COMPANY TRUST ACCOUNT)</u>					
		\$28,903,660.15	\$28,903,660.15		
3.* Premiums for Title Policy CLTA Owner's Policy	\$11,565.60		\$11,565.60		\$23,131.20
4.* Title Endorsements					
CLTA Endorsements					
1) Contiguity	\$1,301.13		\$ 1,301.13		\$ 2,602.26
5.* Recording Fees					
(a) Grant Deed	N/A				N/A
(b) Survey Monument Fee	N/A				N/A
<u>AMOUNT TO BE TRANSFERRED POST-CLOSING</u>					
<u>BALANCE DUE FROM SELLER</u>	\$12,866.73				\$12,866.73
<u>BALANCE DUE FROM PURCHASER</u>			\$ 12,866.73		\$12,866.73
<u>TOTAL</u>	<u>\$12,866.73</u>	<u>\$28,903,660.15</u>	<u>\$28,916,526.88</u>	<u>\$ 10,339.85</u>	<u>\$25,733.46</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: EXECUTIVE DIRECTOR

TITLE COMPANY:

World Title Insurance Company

By: 

Title: VICE PRESIDENT

EXHIBIT A

Rental Prorations
to February 8, 1991WEST SANTA ANA BRANCH LINE
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>
<u>Leases</u>				
186057 *	Lester Schroyer	\$ 251.00 year	\$ 161.60	10-01-90
199673	Mohammed Idress	\$ 402.00 month	\$ 301.50	02-01-91
173802	Douglas Oil Company (Paramount Petroleum Corp.)	\$ 1,759.00 month	\$ 1,319.25	02-01-91
205516	Robert Melendez dba Extrude Hone	\$ 212.00 month	\$ 159.00	02-01-91
013911 **	Berman Building and Invesment Company (Mackenzie & Dorayer)	\$ 292.00 year	\$ 286.40	02-01-91
165513	Governale Enterprises, Inc. (Don D. and Daisy M. Ruddick)	\$ 2,686.00 month	\$ 2,014.50	02-01-91
157889 *	Clyde M. Wilson dba Clyde M. Wilson Produce	\$ 258.00 month	\$ 193.50	02-01-91
176262	M. W. Mustafa Torok	\$ 250.00 year	\$ 119.18	08-01-90
209383	Mr. Hugh Fenderson	\$ 252.00 year	\$ 78.02	06-01-90
172549	Roger S. Butt	\$ 250.00 year	\$ 123.97	08-01-90
177078	George Verhoeven Feed Co.	\$ 387.00 year	\$ 45.59	03-23-90
<u>Sign Leases</u>				
149499	Pacific Outdoor Advertising Co. (Gannett Outdoor Co.)	\$ 158.00 month	\$ 118.50	02-01-91
014674	Melvin Genser Outdoor Advertising Co. (3M National)	\$ 288.00 year	\$ 64.70	05-01-91
011494	Pacific Outdoor Advertising Co. (Gannett Outdoor Co.)	\$ 79.00 month	\$ 59.25	02-01-91
154311	Foster and Kleiser (Patrick Media Group)	\$ 154.00 month	\$ 115.50	02-01-91
011792	Pacific Outdoor Advertising Co. (Gannett Outdoor Co.)	\$ 60.00 month	\$ 45.00	02-01-91
013206	Foster and Kleiser (Patrick Media Group)	\$ 77.00 month	\$ 57.75	02-01-91

011896	Pacific Outdoor Advertising Co. (Gannett Outdoor Co.)	\$	120.00 month	\$	20.97	01-17-91
167239	Foster and Kleiser (Patrick Media Group)	\$	154.00 month	\$	115.50	02-01-91
011509	Pacific Outdoor Advertising Co. (Gannett Outdoor Co.)	\$	158.00 month	\$	118.50	02-01-91
011216	Pacific Outdoor Advertising Co. (Gannett Outdoor Co.)	\$	316.00 month	\$	237.00	02-01-91
010519	Foster & Kleiser (Patrick Media Group)	\$	154.00 month	\$	115.50	02-01-91
014789	Foster and Kleiser (Patrick Media Group)	\$	116.00 month	\$	87.00	02-01-91

Utility Agreements

011399	Standard Oil Co. of California (Chevron USA, Inc.)	\$	25.00 year	\$	20.27	12-01-90
009960	Standard Oil Co. of California (Chevron USA, Inc.)	\$	25.00 year	\$	20.27	12-01-90
163645	Standard Oil Co. of California (Chevron USA, Inc.)	\$	25.00 every five years	\$	21.61	06-15-90
199263	Six Star Nielson Cablevision of Los Angeles (American Cablesystems of California, Inc.)	\$	100.00 year	\$	29.59	05-27-90
009936	Union Oil Company of California	\$	25.00 year	\$	18.22	11-01-90
009605	Union Oil Company of California	\$	86.00 year	\$	62.67	11-01-90
010807	Somerset Mutual Water Company	\$	10.00 year	\$	5.59	08-24-90
195606	Southern California Gas Company	\$	25.00 year	\$	1.23	02-26-90
203346	A.T.&T. Communications Company	\$	85.00 year	\$	25.85	05-30-90
158106	General Telephone Company	\$	210.00 year	\$	128.30	09-19-90
207779	Premiere Cable	\$	85.00 year	\$	68.70	11-30-90
152714	Southern California Gas Company	\$	85.00 year	\$	19.33	04-01-90
208587	GTE of California	\$	2,000.00 year	\$	1,041.10	08-10-90
208576	GTE California Incorporated	\$	1,775.00 year	\$	758.63	07-07-90
153107	Shell Oil Company	\$	25.00 year	\$	0.62	02-17-90
208588	GTE California Incorporated	\$	2,350.00 year	\$	959.32	07-07-90

<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Purchaser</u>	<u>From</u>
<u>Private Roadway/Access</u>				
167300	Governale Enterprises, Inc. (Don D. and Daisy M. Ruddick)	\$ 199.00 year	\$ 111.77	09-01-90
193383	Union Development Company, Inc.	\$ 1,912.00 year	\$ 1,079.10	09-02-90

TOTAL PRORATED RENTS TO BE CREDITED TO PURCHASER
LOS ANGELES COUNTY

\$ 10,339.85

Calculations based on 21 days remaining in February (8 through 28)

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

** The lease was entered into with Berman Building and Investment Company, a former occupant of adjacent property. The current occupant of the adjacent property continues to use the premises and pay the rental provided for in the lease, but has never signed a lease.