

Metro Real Estate Scanning Summary Sheet

TITLE	SAUGUS LINE II CLOSING BINDER WITH RESPECT TO SAUGUS MAIN LIN, BRIDGE 5 SEGMENT, PASMDALE - LANCASTER CORRIDOR, LAUPT BRIDGE (3 OF 3)
CUSTOMER NAME	
THOMAS GUIDE COORDINATES	
ASSESSOR PARCEL NUMBER	
CONTRACT NUMBER	
CATEGORY	RAILROAD ACQUISITION DOCS
EXECUTION DATE	December 16, 1992
NOTES	NON-BILLING - ACTIVE. CORRESPONDENCE, SHARED USE AGRMT, MAPS, MEMORANDUM OF SHARED USE AGREEMENT, ESCROW AGRMT, AGRMT REGARDING ENVIRONMENTAL MATTERS, CORRESPONDENCE, RECORDING INSTRUCTIONS ... LETTER AGRMT, NOTES, CERTIFICATES, OPINIONS

DEWEY BALLANTINE

333 SOUTH HOPE STREET
LOS ANGELES, CALIFORNIA 90071-1406
TELEPHONE 213 626-3399 FACSIMILE 213 625-0562

MICROFILMED MED
COPY IN RMC RMC

248482 SEP-78

September 3, 1993

Martina
Pls. place ~~copy~~ copy
in all copies of SP IF
SP II closing documents.
Duncan
9/8/93

Mr. Duncan Robb
Manager of Property Management
Los Angeles County Metropolitan
Transportation Authority
818 West Seventh Street, 10th Floor
Mail Code 3800
Los Angeles, California 90017

Re: Shared Use Agreement for the Ventura Line

*Shared use
parties*

Dear Duncan:

Pursuant to the request of Martina Moore of your staff, enclosed is a copy of the Letter Agreement dated December 16, 1992 between Southern Pacific Transportation Company and LACTC which amended the terms of the Shared Use Agreement dated April 19, 1991 for the Saugus and Ventura lines.

If you have any questions or if you need any other documents, please feel free to call me.

*Greg has
copy of
save one along
with manifest*

Sincerely,

John A. Clark
John A. Clark

JAC:ls
63967L.1

Enclosure

December 16, 1992

Los Angeles County Transportation Commission
403 West 8th Street, Suite 500
Los Angeles, California 90014

Gentlemen:

In connection with today's closing at which you purchased from us ("SPT"), certain rail property in Los Angeles County known as the Saugus Line, we mutually terminated the Shared Use Agreement (Saugus and Ventura Lines) dated April 19, 1991 (the "First Shared Use Agreement") insofar as it pertained to the Saugus Line. However, we have agreed that the First Shared Use Agreement remains in effect insofar as it pertains to the Ventura Line, which is the area from Burbank Junction to Moorpark.

Because the Saugus Line is no longer part of the First Shared Use Agreement, SPT's "Agreed Annual Share," "Car Mile Component", "Route Mile Component" and "Original Total Miles" as set forth in Section 5.3 of the First Shared Use Agreement will need to be adjusted to reflect the amount attributable only to the Ventura Line. As we have discussed, these figures will be:

Car Mile Component:	\$485,028
Route Mile Component:	\$136,813
Agreed Annual Share:	\$621,841
Original Total Miles:	36.05

It is our mutual intention to use the foregoing figures, as adjusted from time to time pursuant to Section 5.3, to calculate the amounts due under Section 5.3 as if originally set forth therein.

In addition, the amount to be paid to SPT under subsection 5.3(b) of the First Shared Use Agreement will be reduced from \$70,000 per year to \$34,489, and the amount to be paid to SPT under subsection 5.3(j) of the First Shared Use Agreement will be reduced from \$165,000 per year to \$89,636. Both of these amounts will be adjusted from time to time as set forth in Section 5.3 of the First Shared Use Agreement. Also, for purposes of subsection 5.3(g), the "Base Car-Miles" shall be

Los Angeles County Transportation
Commission
December 16, 1992
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the car-miles for the Ventura Line for the fourth quarter of
1990.

I would appreciate it if you would acknowledge your
concurrence with the foregoing by initialling in the space
provided below.

Best regards.

Very truly yours,

SOUTHERN PACIFIC TRANSPORTATION
COMPANY

By: 
Vice President

ACKNOWLEDGED AND AGREED TO
THIS 16 DAY OF DECEMBER, 1992

LOS ANGELES COUNTY TRANSPORTATION
COMMISSION

By: 
Executive Director

40136

20

SHARED USE AGREEMENT
(SAUGUS LINE)

between

Southern Pacific Transportation
Company

and

Los Angeles County Transportation Commission

December 16, 1992

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SHARED USE AGREEMENT
(SAUGUS LINE)

THIS SHARED USE AGREEMENT (this "Agreement") dated December 16, 1992, is entered into by SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation (the "Railroad"), and LOS ANGELES COUNTY TRANSPORTATION COMMISSION (the "Commission").

ARTICLE I
DEFINITIONS

The following capitalized terms are used in this Agreement with the following meanings:

Section 1.1 AAR. Association of American Railroads.

Section 1.2 ABS. Automatic Block Signal System, a series of consecutive blocks governed by block signals actuated by a train, engine or by certain conditions affecting the use of the block. The physical signal system includes the wayside block signals, electronic coded track circuits, vital relays, underground cable, poleline, cases, houses, and other necessary signal apparatus.

Section 1.3 Alhambra-Bridge 5 Segment. The portion of the Saugus Line between and including Alhambra Junction and Bridge 5.

Section 1.4 Alhambra-CRI Segment. The portion of the Saugus Line between and including Alhambra Junction and the Commuter Rail Interlocker.

Section 1.5 Alhambra Junction. The junction located at MP 482.05 at the intersection of the Railroad's Alhambra line and the Commission's East Bank line, including all Crossovers at present and future locations in the vicinity thereof (the present location of such Crossovers being as indicated on Exhibit 1.5 attached hereto).

Section 1.6 Alhambra-Santa Clarita Segment. The portion of the Saugus Line between and including Alhambra Junction and Santa Clarita.

Section 1.7 Amtrak. The National Railroad Passenger Corporation, acting on its own behalf in intercity rail service, including any statutory successor (other than the Commission) performing similar functions.

Section 1.8 Amtrak Service. Intercity rail passenger service or Section 403(b) Service operated by Amtrak on Amtrak Trains, including services provided by Amtrak at passenger

stations, but excluding services provided by Amtrak as Operator for the Commission.

Section 1.9 Amtrak Train. Any Train operated by Amtrak to provide intercity rail passenger service or Section 403(b) Service operated by Amtrak, but shall not include any Commission Train, even if Amtrak is the Operator of such Commission Train.

Section 1.10 Bridge 5. The signal bridge over the Saugus Line located at MP 481.10.

Section 1.11 Bridge 5-Santa Clarita Segment. The portion of the Saugus Line between and including Bridge 5 and Santa Clarita.

Section 1.12 Burbank-Alhambra Segment. The portion of the Saugus Line between and including Burbank Junction and Alhambra Junction.

Section 1.13 Burbank Junction. The junction located at MP 471.6, including all Crossovers at present and future locations in the vicinity thereof (the present location of such Crossovers being as indicated on Exhibit 1.13 attached hereto).

Section 1.14 Burbank Siding. The siding adjacent to the Saugus Line between MP 470.1 and MP 471.8.

Section 1.15 Changeover Date. Each date upon which the Commission assumes responsibility for the dispatching and maintenance of a portion of the Santa Clarita-Palmdale Segment, as set forth in Sections 4.2 and 5.2. The Changeover Date with respect to any portion of the Santa Clarita-Palmdale Segment shall be the earliest of (i) the date on which the Commission elects to assume sole responsibility for dispatching and maintenance of such portion the Santa Clarita-Palmdale Segment, as specified in a written notice of such election delivered to Railroad at least 60 days prior to the date specified in the notice as the Changeover Date, (ii) the date the Commission commences construction of any Shared Use Facility on such portion of the Santa Clarita-Palmdale Segment, or (iii) the date the Commission commences scheduled Commission Rail Service on any Shared Use Facility on such portion of the Santa Clarita-Palmdale Segment. The Commission may not assume responsibility for dispatching any portion of the Santa Clarita-Palmdale Segment without also assuming responsibility for the maintenance of such portion, nor may the Commission assume responsibility for maintaining any portion of the Santa Clarita-Palmdale Segment without also assuming responsibility for the dispatching of such portion. Each successive Changeover Date shall apply to a portion of the Santa Clarita-Palmdale Segment that is contiguous with a portion of the Saugus Line for which the Commission

already has assumed responsibility for dispatching and maintenance.

Section 1.16 Commission. The Commission and any permitted successor or assign of the Commission.

Section 1.17 Commission Rail Service. The operation of Trains, authorized by the Commission, which are used solely to provide rail passenger service, and any other operation related solely to rail passenger service activities, and Non-Revenue Equipment of the Commission; provided however, the term "Commission Rail Service" shall not include Amtrak Service.

Section 1.18 Commission Train. Any Train operated by or on behalf of the Commission performing Commission Rail Service, but not including any Amtrak Train.

Section 1.19 Commuter Rail Interlocker. The junction, including power operated double Crossovers, to be constructed by the Commission at approximately MP 479.71, as shown on Exhibit 1.19 attached hereto.

Section 1.20 Crossing Warning System. A system which provides a visual and audible warning to vehicular traffic when a train or engine approaches the highway crossing from either direction. The system includes all flashing light signals, gate mechanisms, bells, and all of the control equipment including track circuits, constant warning devices, relays, cases, houses, underground cable, poleline, and other necessary signal apparatus.

Section 1.21 Crossover. Any track connection between two adjacent main line Tracks or Track that crosses or provides access across a main line Track or Tracks or provides a connection or access between two or more main line Tracks, including Interlockers.

Section 1.22 CTC. Centralized Traffic Control, a bi-directional block signal system under which train movements are authorized by block signal indications with the absolute signals and power switches controlled by the dispatcher from a remote console. The physical signal system includes the wayside block signals, power operated switch machines, electronic coded track circuits, vital relays, and underground cable which provide vital control of the signals and power switch machines, non-vital supervisory field code units, cases, houses, and other necessary signal apparatus, the dispatcher control console with its computers, and all of the communication modems and microwave equipment that is used to link the dispatcher console to the wayside signal system.

Section 1.23 Customary Additives. Elements of cost customarily charged by railroads to one another and added to

billings that generally are calculated as a percentage of direct labor costs, are intended to compensate for paid holidays, vacation and personal leave days, health and welfare benefits, payroll taxes, personal liability and property damage, compensation insurance, and administrative and supervisory expenses that include direct and general overhead and are subject to periodic changes depending upon industry practices. As an example, 1989 amounts are shown on Exhibit 1.23 attached hereto.

Section 1.24 Dayton Bridge. The bridge over the Los Angeles River located at MP 480.73.

Section 1.25 Dayton Tower. The concrete building of that name located on Parcel B of Taylor Yard adjacent to the Saugus Line at MP 480.70.

Section 1.26 East Bank Agreement. That certain Agreement dated March 7, 1942 by and among Los Angeles & Salt Lake Railroad Company and its lessee, Union Pacific Railroad Company, and Southern Pacific Railroad Company and its lessee, Southern Pacific Company.

Section 1.27 FRA. Federal Railroad Administration.

Section 1.28 Freight Train. Any Train performing Rail Freight Service, but excluding any Railroad Special Train.

Section 1.29 General Orders. A document or documents issued from time to time to notify employees of the Railroad as to additions to and modifications of the Railroad's operating rules and applicable Railroad Timetable.

Section 1.30 Glendale Siding. The siding on the south side of Track No. 2 of the Saugus Line between MP 478.07 and MP 476.84, as the same may be extended or reduced pursuant to Section 2.13.

Section 1.31 ICC. Interstate Commerce Commission.

Section 1.32 Intercity Service. Any passenger railroad service which does not have both its origination point and its destination point within the Counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura, State of California.

Section 1.33 Interlockers. A Signal System at a Crossover that includes an arrangement of signal appliances so interconnected that their movements must automatically succeed each other in proper sequence.

Section 1.34 Lancaster. MP 405.50 on the Railroad's Bakersfield Line.

Section 1.35 LAUPT. Los Angeles Union Passenger Terminal (MP 482.8).

Section 1.36 LAUPT Bridge. The bridge over the Los Angeles River at MP 482.58 and the connecting Tracks described on Exhibit 2.2(i) attached hereto.

Section 1.37 Materials Additives. Elements of cost customarily charged by railroads to one another and added to any and all materials costs that generally are calculated as a percentage of direct costs, are intended to compensate for store, purchasing and handling expenses, sales or use taxes, foreignline freight, and on-line freight and are subject to periodic changes depending upon industry practices. As an example, 1989 amounts are shown on Exhibit 1.37 attached hereto.

Section 1.38 Mission Tower. The dispatching and control tower of that name situated west of the Los Angeles River in the southwesterly angle of the crossing of the tracks of The Atchison, Topeka and Santa Fe Railway Company westerly of the Los Angeles Rives and shown on Exhibit 1.38 attached hereto.

Section 1.39 Mission Tower Agreement. That certain Agreement dated September 30, 1943 by and among The Atchison, Topeka and Santa Fe Railway Company, Southern Pacific Railroad Company and its lessee Southern Pacific Company, Los Angeles & Salt Lake Railroad Company and its lessee Union Pacific Railroad Company, and the Los Angeles Union Passenger Terminal.

Section 1.40 Non-Revenue Equipment. Freight locomotives, maintenance of way equipment and freight cars that are either empty or loaded only with maintenance of way equipment or material and equipment transported over the Shared Use Facilities for the internal use of either party, including rails, ties, ballast and other track materials and signal and bridge materials and supplies.

Section 1.41 NRPC Agreement. The National Railroad Passenger Corporation Agreement dated April 16, 1971, as amended from time to time.

Section 1.42 Operator. Any person, firm, corporation or other legal entity utilized by the Commission or the Railroad to operate on its behalf and for its account in conducting operations on the Shared Use Facilities.

Section 1.43 Palmdale Junction. The clear point of the junction switch located at MP 414.42 as indicated on Exhibit 1.43 attached hereto.

Section 1.44 Palmdale-Lancaster Segments. The Commission's Palmdale to Lancaster Segment shall be the strip of land 40 feet wide purchased by the Commission from the Railroad

as of the date hereof between Palmdale Junction and Lancaster. The Railroad's Palmdale to Lancaster Segment shall be the Railroad's main line between Palmdale Junction and Lancaster.

Section 1.45 Peak Commuter Period or Peak Commuter Periods. The period from 5:00 a.m. to 9:00 a.m. and the period from 4:00 p.m. to 9:00 p.m., in each case Pacific Daylight Time or Pacific Standard Time, as applicable.

Section 1.46 Rail Freight Service. The operation of (i) Trains which consist solely of locomotives or locomotives with freight cars, whether loaded or empty, which are used to provide local rail freight service or overhead rail freight service, (ii) Non-Revenue Equipment of the Railroad, and (iii) any other related freight service activity, such as loading, unloading, repositioning of freight locomotives or freight cars, inspection or weighing of freight cars, maintenance or rehabilitation of tracks or any rail equipment or facilities on the Shared Use Facilities that are used for such service.

Section 1.47 Railroad. The Railroad and any permitted successor or assign of the Railroad.

Section 1.48 Railroad's Agreed Annual Share. Defined in Section 5.3 of this Agreement.

Section 1.49 Railroad Special Trains. Freight customer Trains, board of directors Trains, employee excursion Trains, or Trains with government officials (including business cars at the end of Freight Trains) operated by the Railroad on a non-revenue basis.

Section 1.50 Railroad Timetable. The numbered and dated publication of the Railroad however then designated and then currently in effect at any point in time on or after the date of execution of this Agreement that contains instructions relating to the movement of Trains, engines or equipment and other essential information related thereto. The current version of such publication as of the date of execution of this Agreement is Pacific Region Timetable No. 1, dated October 25, 1992 and Southwest Region Timetable No. 1, dated October 25, 1992.

Section 1.51 Right-of-Way. All real property and real property rights owned by the Commission in Los Angeles County making up a contiguous rail right-of-way from and including the Alhambra Junction north to and including Palmdale Junction.

Section 1.52 Santa Clarita. MP 448.55 on the Saugus Line.

Section 1.53 Santa Clarita-Palmdale Segment. The portion of the Saugus Line between and including Santa Clarita and Palmdale Junction.

Section 1.54 Saugus Line. The Shared Use Tracks between and including the Alhambra Junction and Palmdale Junction, excluding the Glendale Siding.

Section 1.55 Section 403(b) Service. Service provided by Amtrak pursuant to Section 403(b) of the Rail Passenger Service Act of 1970, as amended (45 U.S.C. § 563(b)).

Section 1.56 Shared Use Facilities. The Shared Use Tracks, all improvements relating thereto, all improvements used in rail service located within the Right-of-Way as of the date of execution of this Agreement, all bridges and Signal Systems for any of the foregoing, the LAUPT Bridge, and all other Tracks and other facilities constructed pursuant to any provisions of this Agreement except, unless otherwise agreed to in the future by the Commission and the Railroad, all passenger stations, passenger loading platforms and layover facilities hereafter constructed by the Commission. The Shared Use Facilities shall not include the Glendale Siding and the yard, industrial, switching and storage tracks identified in Exhibit 1.56 attached hereto.

Section 1.57 Shared Use Tracks. All existing main line Tracks, Crossovers and passing sidings between and including the Alhambra Junction and Palmdale Junction, excluding the Glendale Siding; and future main line Tracks, Crossovers and passing sidings constructed over the term of this Agreement pursuant to Sections 2.3, 2.4, 2.5 and 2.7.

Section 1.58 Signal System. A system that includes all of the wayside block signals and other signal equipment required for either CTC or ABS and all of the Crossing Warning Systems installed at road related grade crossings.

Section 1.59 Taylor Yard. The railyard located along the east bank of the Los Angeles River extending generally from Riverside Drive at its southern end to Fletcher Drive at its northern end.

Section 1.60 Tracks. Track structure and all appurtenances thereto, including rail and fastenings, switches and frogs complete, bumpers, ties, ballast, roadbed, embankment, signals, bridges, trestles, culverts or any other structures or things necessary for support of and entering into construction thereof, and, if any portion thereof is located in a thoroughfare, pavement, crossing planks and other similar materials or facilities used in lieu of pavement or other street surfacing material at vehicular crossings of tracks, culverts, drainage facilities, crossing warning devices, and any and all work required by lawful authority in connection with

construction, renewal, maintenance and operation of said track structures and all appurtenances thereof.

Section 1.61 Trains. A locomotive unit or car, or more than one such unit or car coupled, with or without cars, which are at any time used on the Shared Use Facilities. Any reference herein to any Trains or equipment of or used by a party shall include Trains or equipment of or used by such party's Operator.

Section 1.62 Tunnels. The Saugus Line Tunnels (No. 18, 19, and 25) and all tracks lying within said tunnels and between Tunnels 18 and 19. The west end of Tunnel 18 is located at MP 436.74 and the east end of Tunnel 19 is located at MP 437.56. The west end of Tunnel 25 is located at MP 454.82 and the east end is located at MP 456.57.

Section 1.63 Ventura Shared Use Agreement. The Shared Use Agreement (Ventura Line) dated the date hereof among the Railroad, the Commission and the Ventura County Transportation Commission.

ARTICLE II SHARED USE FACILITIES

Section 2.1 Statement of Purpose. The intent of the parties in entering into this Agreement is to set forth their respective rights and obligations concerning operation of the Saugus Line after its acquisition by the Commission, to provide for efficient and timely Commission Rail Service and Amtrak Service both now and in the future, and to preserve the Railroad's Rail Freight Service both now and in the future on a service-competitive basis.

Section 2.2 Access and Use.

(a) Subject to the terms hereof, Railroad reserves from the interests sold by Railroad to the Commission by deeds of even date herewith and the Commission confirms unto Railroad an easement and trackage rights on and over the Shared Use Facilities to provide Rail Freight Service as set forth herein. The Railroad retains any and all duties, responsibility and obligations arising under the Interstate Commerce Act which require Railroad to serve its existing and any future rail shippers, it being understood and agreed that nothing set forth herein or in said deeds or easement shall obligate or require the Commission to assume, adopt or acquire any duties, liabilities, responsibilities or obligations to provide any Rail Freight Service whatsoever to any of Railroad's current or future shippers. Nothing in this Agreement shall be construed as granting or reserving to the Railroad any interest or right in the Right-of-Way other than the rights expressly provided herein.

The Commission reserves the right to use the Right-of-Way for any purpose other than providing freight service (except for the operation of Commission Non-Revenue Equipment), provided that such use does not interfere with the Railroad's ability to provide service-competitive Rail Freight Service.

(b) During the Peak Commuter Periods the Railroad shall have no right to use any portion of the Shared Use Facilities which has a single main line Track, except for the following which shall be scheduled and dispatched as provided in Article IV of this Agreement:

- (i) The Railroad's Freight Trains shall have the right to follow the last scheduled peak direction Commission Train during each Peak Commuter Period so long as such Freight Train will be in the clear at least 10 minutes prior to a meet.
- (ii) The Railroad's overhead Freight Trains moving in the predominant direction of Commission Rail Service that enter the Shared Use Facilities before the start of a Peak Commuter Period shall have the right to complete their moves through the Shared Use Facilities so long as such Freight Trains (A) maintain normal operating speed sufficient to prevent delay of the Commission Trains following such Freight Trains, and (B) will be in the clear at least 10 minutes prior to a meet.
- (iii) In addition to those Trains permitted by clauses (i) and (ii) above, the following overhead Freight Trains moving in the predominant direction of Commission Rail Service during a Peak Commuter Period shall have the right to use the Shared Use Facilities during such Peak Commuter Period, provided such Trains have sufficient power to permit them to maintain a normal operating speed sufficient to prevent delay of the Commission Trains following such Freight Trains, and provided further they will not unreasonably interfere with scheduled Commission Rail Service:
 - (1) Trains scheduled for arrival at the Shared Use Facilities before the beginning of a Peak Commuter Period, but which arrive late, may use the Shared Use Facilities during that Peak Commuter Period, except that only one such late

Train shall be permitted on the Saugus Line during each Peak Commuter Period.

- (2) During the years 1997 through 1999, in addition to the late Trains permitted by clause (1) above, the Railroad shall be permitted to schedule one Train (subject to the Commission's reasonable consent as to time) on the Saugus Line during each Peak Commuter Period.
- (3) During the year 2000 and thereafter, in addition to the late Trains permitted by clause (1) above, the Railroad shall be permitted to schedule two Trains on the Saugus Line (subject to the Commission's reasonable consent as to times) during each Peak Commuter Period.
- (4) After the year 2003, in addition to the late Trains permitted by clause (1) above and the scheduled Trains permitted by clause (3) above, the Commission shall negotiate with the Railroad to permit the scheduling of more Freight Trains during the Peak Commuter Periods as a need therefor is demonstrated, and if the parties cannot agree on such additional schedules, the matter shall be submitted to arbitration in accordance with Article VIII.

The Railroad shall pay to the Commission a penalty, as set forth on Exhibit 2.2(b) attached hereto, if the additional use of the Shared Use Facilities by the Railroad during the Peak Commuter Periods contemplated by this clause (iii) cause delays in scheduled Commission Rail Service.

(c) At times other than the Peak Commuter Periods, the Railroad shall have the right to use any portion of the Shared Use Facilities which has a single main line Track for Freight Trains scheduled in accordance with Section 4.1(b), subject to the dispatching priorities contained in Article IV .

(d) Any portion of the Shared Use Facilities which now or in the future has two or more main line Tracks shall be operated as follows: (i) the Commission and the Railroad both shall have the shared use at all times of all main line Tracks constituting that portion of the Saugus Line having two or more main line Tracks and the related Shared Use Facilities and (ii) the Commission and the Railroad both shall have the shared use at all times of any Crossovers and Tunnels within or contiguous to

any portion of the Saugus Line having two or more main line Tracks, subject in the case of each of (i) and (ii) to the dispatching priorities contained in Article IV and provided that, during the Peak Commuter Periods, the Railroad may not conduct local freight service (which does not include the movement of locomotive without cars to or from Taylor Yard) except for the following: (i) time sensitive Trains to and from the General Motors auto plant located at GEMCO yard or any successor plant at the same location, and (ii) other local Freight Trains that do not, in the reasonable judgment of the Commission, delay scheduled Commuter Rail Service.

(e) The Railroad's employees, agents and designees shall have access to the Shared Use Facilities in connection with the Railroad's Rail Freight Service; provided however, this right of access shall not be deemed to require the Commission to take any actions or expend any funds to enable such persons to exercise such right of access, and provided further, such access shall not unreasonably interfere with Commission Rail Service.

(f) The Commission agrees that the Railroad has and shall have the exclusive right to use existing and future Shared Use Facilities for Rail Freight Service; provided however, that the Commission may move Non-Revenue Equipment of the Commission between the Commission's non-contiguous line segments.

(g) The Peak Commuter Periods shall not apply to the Saugus Line on days when the Commission does not have scheduled operations on that line during Peak Commuter Periods or to any portion of the Saugus Line on which the Commission is not conducting scheduled operations. The Commission may commence scheduled operations on all or any portion of the Saugus Line during what would be the Peak Commuter Periods of any day but for the application of the preceding sentence. On such commencement of such scheduled operations, the Peak Commuter Periods shall apply to the Saugus Line or such portion thereof on such day.

(h) The Railroad or any Operator designated by the Railroad shall have the right to use the existing and future Shared Use Facilities only for Rail Freight Service and Railroad Special Trains. The Commission shall use, or permit the use of, the Shared Use Facilities only for Commission Rail Service, Amtrak Service and the Railroad's Rail Freight Service.

(i) The Commission grants the Railroad trackage rights on and over and continued access to and use of the LAUPT Bridge and connecting Tracks described on Exhibit 2.2(i) attached hereto, to provide Rail Freight Service to Capitol Milling Company, for access to and from the Railroad's Cornfield Yard and for Railroad Special Train access to LAUPT. The management, operation and maintenance of such LAUPT Bridge and Track shall at all times be under the direction and control of the Commission or its Operator and the movement of trains, cars and locomotives

over and along such Tracks shall at all times be subject to the reasonable direction and control of the Commission. At the Commission's sole option, the Commission may elect to provide to the Railroad on a temporary or permanent basis alternative trackage rights of comparable utility in order for the Railroad to provide Rail Freight Service to Capitol Milling Company, to have access to and from the Railroad's Cornfield Yard and to have Railroad Special Train access to LAUPT. In the event such permanent alternative trackage rights are provided to the Railroad, the Railroad's trackage rights on and over the LAUPT Bridge and connecting Tracks described on Exhibit 2.2(i) shall terminate. In the event such temporary alternative trackage rights are provided to the Railroad, the Railroad's trackage rights on and over the LAUPT Bridge and connecting Tracks described on Exhibit 2.2(i) shall be suspended during such time as such alternative trackage rights are provided. The Railroad's trackage rights described herein to provide Rail Freight Service to Capitol Milling shall terminate at such time as the Railroad is no longer providing Rail Freight Service to Capitol Milling Company. The Railroad's trackage rights described herein for access to and from the Railroad's Cornfield Yard shall terminate at such time as the Railroad is no longer using Cornfield Yard.

(j) There shall be no Intercity Service north of Burbank Junction, except as may be required by law.

(k) Railroad Special Trains may be operated on the Saugus line only at times other than Peak Commuter Periods and subject to scheduling and operating times reasonably acceptable to the Commission and which do not interfere with Commission Rail Service.

Section 2.3 Construction and Use in the Right-of-Way.

(a) The Commission shall have the right to remove, relocate or modify any existing improvements lying within the Right-of-Way so long as such removal, relocation or modification does not unreasonably interfere with the Railroad's Rail Freight Service. Upon at least 30 days' notice from the Commission to the Railroad, the Commission may remove at its cost and expense any industrial track switch not used for a period of 15 months if such removal would not violate any legal obligation of the Railroad, provided that the Commission shall not remove any such switch if the Railroad shall elect in writing to pay to the Commission an annual maintenance fee in the amount of \$2,500 for each such switch during the period such switch is out of use. For the purposes of the preceding sentence, a switch for which the Railroad has elected to pay the annual maintenance fee shall be deemed to continue to be out of use unless and until such time as the Railroad shall have transported at least 10 freight cars across such switch in a 12 month period. Such maintenance fee shall be in addition to all other amounts payable by the Railroad

to the Commission hereunder and shall be adjusted for inflation in accordance with the methodology of Section 5.3(c).

(b) Neither the Commission, its successors or assigns, nor its designated Operator shall at any time use the Right-of-Way to move any freight or provide any freight services or for any other freight purposes except for the limited purpose of moving Non-Revenue Equipment of the Commission between the Commission's non-contiguous line segments.

(c) The Railroad shall have the right to require the Commission to construct at grade Crossovers at the Railroad's sole cost and expense subject to the prior written approval of the Commission, which approval shall not be unreasonably withheld, to cross the Right-of-Way and the Commission's Palmdale-Lancaster Segment to provide Rail Freight Service to the Railroad's existing and future freight customers at existing and future sites and to use other rail facilities existing as of the date of execution of this Agreement. Approval by the Commission shall not be deemed to have been unreasonably withheld if the proposed improvements would conflict with the then existing or planned use of the Right-of-Way or the Commission's Palmdale-Lancaster Segment by the Commission unless the Railroad is required by applicable law to construct the improvements. In that event, the Commission, at the sole cost and expense of the Railroad, shall construct that portion of the improvements located within the Right-of-Way or the Commission's Palmdale-Lancaster Segment, and the Railroad shall operate its Rail Freight Service on such improvements, in a manner that minimizes interference with the then existing or planned use of the Shared Use Facilities or the Commission's Palmdale-Lancaster Segment by the Commission. In addition to all other amounts payable by the Railroad to the Commission hereunder, the Railroad shall pay to the Commission an annual fee in the amount of \$2,500 for each Crossover located within the Right-of-Way or the Commission's Palmdale-Lancaster Segment constructed pursuant to this Section 2.3(c). Such fee shall be adjusted for inflation in accordance with the methodology of Section 5.3(c).

(d) The Railroad shall have the right to require the Commission to construct trackage on the Right-of-Way to connect sidings or main line Tracks and thereby complete or lengthen multiple main line tracked segments of the Saugus Line at the Railroad's sole cost and expense and subject to prior written approval by the Commission, which approval shall not be unreasonably withheld. Approval by the Commission shall not be deemed to have been unreasonably withheld if the proposed improvements would conflict with the then existing or planned use of the Right-of-Way by the Commission unless the Railroad is required by applicable law to construct the improvements. In that event, the Commission, at the sole cost and expense of the Railroad, shall construct that portion of the improvements located within the Right-of-Way in a manner that minimizes

interference with the then existing or planned use of the Shared Use Facilities by the Commission. Any such trackage shall be constructed to the same maximum grade and standards of utility as the multiple main line tracked segments to be completed or lengthened.

Section 2.4 Commission's Additions and Improvements.

The Commission agrees to pay for the following additions and improvements (which have been determined to be important to existing intercity service by the LOSSAN 2 report), which shall be completed by the Railroad within 60 days after the execution of this Agreement:

- (i) Bi-directional signalization and adjustment of existing automatic warning devices for the Main Tracks No. 1 and No. 2 between Burbank Junction and the Commuter Rail Interlocker.
- (ii) CTC between Burbank Jct. and the Commuter Rail Interlocker.
- (iii) Universal (double reversing) Crossover at the Commuter Rail Interlocker and a single Crossover at Glendale (MP 476.4).

Section 2.5 Additional Improvements. The Commission shall permit additional improvements to the Shared Use Facilities reasonably requested by the Railroad and approved by the Commission, which approval shall not be unreasonably withheld. Approval by the Commission shall not be deemed to have been unreasonably withheld if the proposed improvements would conflict with the then existing or planned use of the Right-of-Way by the Commission, unless the Railroad is required by applicable law to construct the improvements. In that event, the Commission, at the sole cost and expense of the Railroad, shall construct that portion of the improvements located within the Right-of-Way in a manner that does not unreasonably interfere with the then existing or planned use of the Shared Use Facilities by the Commission.

Section 2.6 Contractors and Personnel. The Commission or its Operator shall use its own contractors to construct any of the additions and improvements provided for in this Agreement. The Commission shall promptly complete the additions and improvements and their construction shall not unreasonably interfere with the Railroad's Rail Freight Service. The Commission shall provide necessary flagmen and other personnel to assure safe operation of rail facilities in connection with such construction. The Railroad shall pay the full cost of any person required under the immediately preceding sentence in connection with the construction of any additions or betterments constructed at the expense of the Railroad, and any

of its own personnel or additional personnel designated by the Railroad which it elects to have present during construction (whether or not such construction is performed at the expense of the Railroad). The Commission shall require its contractors to maintain insurance in accordance with the Commission's customary requirements for contractors working on its rail lines. The Railroad shall be named as an additional insured on each such insurance policy.

Section 2.7 Joint Projects. The Commission and the Railroad shall cooperate in all future road grade separation projects for the Shared Use Facilities. The Railroad shall contribute to the non-federal or state share of each such project in proportion to its percentage of total train movements on the subject crossing measured during the 90-day period ending on the date the grade separation is approved for construction, except that the Railroad shall not be required to contribute toward, and the Commission shall pay all of the cost imposed upon the Railroad for, any future road grade separation projects which (i) would not be required if the Commission were not conducting Commission Rail Service on the Shared Use Facilities or (ii) are initiated or proposed by the Commission.

Section 2.8 Location of Passenger Facilities.

(a) The construction and operation of the Commission's passenger loading facilities shall not unreasonably interfere with the Railroad's Rail Freight Service.

(b) The Commission shall be solely responsible for the design and construction of passenger stations, platforms and other passenger facilities, and the Railroad shall bear no responsibility, nor have rights of approval or oversight, for the design or construction of such facilities. The Commission will design and construct its passenger loading facilities in accordance with then current AAR standards.

Section 2.9 Removal of Improvements. Except as provided in Section 2.3(a), any addition or improvement on the Shared Use Facilities constructed after the date hereof that is owned or funded by the Railroad may not be removed by the Commission without the Railroad's approval and, upon removal, its re-use or salvage value shall remain solely with the Railroad. With respect to any additions or improvements jointly owned by the Railroad and the Commission, the re-use or salvage value shall be allocated between the Railroad and the Commission in accordance with their ownership interests. Removal costs shall be borne by the party owning the additions or improvements, except as provided in Section 2.3(a).

Section 2.10 Ownership.

(a) The Commission shall own all Shared Use Facilities existing at the date of execution of this Agreement.

(b) The Commission shall own all future improvements located on the Right-of-Way that are constructed or installed at the Commission's sole cost and expense.

(c) The Railroad shall own all future improvements that are constructed at the sole cost and expense of the Railroad.

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

Section 2.11 Mission Tower. The Railroad agrees to convey to the Commission all of the Railroad's right, title and interest in and to Mission Tower upon the completion of construction by the Commission of (i) Tracks from the LAUPT to the Commuter Rail Interlocker (west of the existing Tracks connecting such points) and (ii) a new bridge over the Los Angeles River. The Railroad shall promptly thereafter execute and record any and all such documents as shall be required to effectuate such conveyance. Notwithstanding the termination of the Mission Tower Agreement as between the parties hereto, the Commission and the Railroad agree as follows:

(a) The Railroad shall pay to the Commission an amount equal to the share of the maintenance costs which the Railroad would have been required to pay under Article VIII, Section 3 of the Mission Tower Agreement had it not been so terminated. At the request of either party, the number of Units (as defined in the Mission Tower Agreement) owned by each of the parties shall be reviewed annually to redetermine the proper allocation of such costs in accordance with the provisions of subparagraph (b) of such Article VIII, Section 3.

(b) Within 30 days following the date of this Agreement, the parties shall determine the total and respective parties' Train movements through the Mission Tower control area during a consecutive seven day period. Until such time as the Commission relocates the dispatching of the Mission Tower control area to a centralized dispatching facility, the Railroad shall pay to the Commission a percentage of the dispatching costs for the Mission Tower control area equal to the Railroad's percentage of total Train movements as determined under the preceding sentence. At the request of either party, the relative percentages shall be redetermined annually in accordance with the methodology of the first sentence of this subparagraph (b).

(c) After such time as the Commission relocates the dispatching of the Mission Tower control area to a centralized dispatching facility, the Railroad shall pay to the Commission for the dispatching of the Mission Tower control area an amount equal to the Railroad's fair share of such dispatching costs taking into account the other amounts that the Railroad is paying to the Commission for dispatching, personnel and services, provided that the amount required to be paid by the Railroad under this subparagraph (c) shall in no event exceed the amount which the Railroad was required to pay under subparagraph (b) immediately prior to such relocation.

Section 2.12 Dayton Tower. On or before May 1, 1993, the Railroad shall vacate Dayton Tower.

Section 2.13 Glendale Siding. The Railroad shall maintain the Tracks on the Glendale Siding and install split point derails for both ends of the Glendale Siding. The Railroad may extend the southern terminus of the Glendale Siding by up to approximately 5,000 feet to MP 479.02, and, upon notice by the Railroad to the Commission, the Railroad shall construct, at the Railroad's sole cost and expense, such extension of the Glendale Siding on the portions of the Right-of-Way that may be affected by such southerly extension of the Glendale Siding. Such extension shall be located and constructed in such a way as to minimize interference with the existing or planned use for the Right of Way and Shared Use Facilities by the Commission. On and after the fifth anniversary hereof, upon not less than one year's prior written notice by the Commission to the Railroad that abandonment of all or a specified portion of the approximately 2,000 feet of the Glendale Siding north of MP 477.32 is required in connection with the Commission's planned light rail operations and related facilities, the Railroad shall promptly abandon its use of such portion, with the result that the Glendale Siding shall be not less than approximately 9,000 feet long (from MP 477.32 to MP 479.02). In connection with such abandonment, the Commission at its cost and expense (i) shall during such period reconnect the unabandoned portion of the Glendale Siding to the Shared Use Tracks, and (ii) shall have the right, but not the duty, to remove the abandoned portion of the Glendale Siding.

Section 2.14 Crew and Equipment Changes; Parking. The Railroad may not conduct any crew and equipment changes for its Trains (other than "step on-step off" crew changes which do not interfere with Commission Rail Service) on either (i) any portion of the Saugus Line that has only one main line Track (other than any portion of the Santa Clarita-Palmdale Segment for which a Changeover Date has not occurred), or (ii) the Alhambra-CRI Segment. The Railroad may not park any of its Trains on any main line Track.

ARTICLE III
OPERATIONS

Section 3.1 General.

(a) Subject to the provisions of Article IV regarding scheduling and dispatching and Article V regarding maintenance and repair, the Commission shall have exclusive control over the operation of the Shared Use Facilities and shall operate the Shared Use Facilities in a safe, reliable and on-time manner and in a manner that minimizes disruption of the Railroad's Rail Freight Service scheduled in accordance with Section 4.1.

(b) The Commission shall provide to the Railroad normal performance and incident reports and such other information and reports as the Railroad may reasonably request.

(c) The Railroad and the Commission (directly or through its Operator) each shall be responsible for providing and operating its own Trains on the Shared Use Facilities.

Section 3.2 Personnel.

(a) The Commission shall maintain or cause its Operator to maintain an adequate and experienced staff to operate, maintain and repair the Shared Use Facilities required to be operated or maintained by it and to operate the Commission's Trains that use the Shared Use Facilities in accordance with the Commission's obligations under this Agreement.

(b) The Railroad shall maintain an adequate and experienced staff sufficient to operate, maintain and repair the Shared Use Facilities required to be operated or maintained by it and to operate the Railroad's Trains that use the Shared Use Facilities in accordance with the Railroad's obligations under this Agreement. Such staff shall demonstrate to the Commission's reasonable satisfaction that they have sufficient knowledge of the Commission's rules and procedures for operations on the Shared Use Facilities and, to the extent legally required, shall meet FRA requirements.

(c) At the Railroad's sole cost and expense, the Commission shall provide to such staff of the Railroad and the Railroad's Operator such training as is necessary regarding Commission's rules and procedures for operations on the Shared Use Facilities.

Section 3.3 Operator. The Commission's rights with respect to use of the Shared Use Facilities may be exercised through an Operator acting as a contractor pursuant to a written agreement between the Commission and the Operator. Any such Operator shall be obligated to comply with all the provisions of

this Agreement, including Articles II, III and IV regarding the exercise of such rights to use of the Shared Use Facilities, and the Commission shall remain responsible for such compliance. The Railroad's rights with respect to the Shared Use Facilities may be exercised through the Railroad or through a single Operator acting as a contractor pursuant to a written agreement between the Railroad and the Operator, provided that the Railroad's rights may not be exercised by both the Railroad and an Operator. The Railroad shall consult with the Commission not less than 45 days in advance regarding the designation of an Operator. Any such Operator shall be a financially and operationally capable party, and at the Commission's request, the Railroad shall provide reasonable evidence to the Commission that the proposed Operator is financially and operationally capable. Any Operator of the Railroad also shall be obligated to comply with all of the provisions of this Agreement, including Articles II, III and IV regarding the exercise of the Railroad's rights to use of the Shared Use Facilities, and the Railroad shall remain responsible for such compliance.

Section 3.4 Operating Equipment.

(a) Neither the Commission nor the Railroad shall have any responsibility for inspecting, maintaining, servicing or repairing any locomotives, hi-rail vehicles, passenger cars, freight cars and other equipment used by the other party or its Operator on the Shared Use Facilities, but all such equipment shall at all times comply with applicable FRA, AAR, federal, state, and local requirements and with the Commission's reasonable standards for locomotives and cars permitted to operate over the Commission's Tracks, which standards of the Commission shall be identified and specified in writing to the Railroad.

(b) All Trains used by the Commission or the Railroad or their respective Operators on the Shared Use Facilities shall comply with the provisions of the Federal Locomotive Inspection Act and the Federal Safety Appliance Acts and with all regulations adopted pursuant to either. Each of the Commission and the Railroad and their respective Operators also shall comply with any other applicable laws, regulations or rules, state or federal, covering the operation, condition, inspection or safety of the Trains operated by it on the Shared Use Facilities.

Section 3.5 Operating Standards.

(a) The Commission and the Railroad shall operate their respective Trains on the Shared Use Facilities in compliance at all times with the reasonable rules, regulations, instructions and orders published by the Commission from time to time, provided such rules, regulations, instructions and orders must be consistent with the terms of this Agreement. Each of the Commission and the Railroad and all personnel of either

(including personnel of their respective Operators) who are present on their respective Trains using the Shared Use Facilities at any time shall comply fully with all applicable laws, regulations or rules, including licensing, whether federal, state or local, covering the operation, maintenance, condition, inspection, testing or safety of their respective Trains or of personnel employed in the maintenance and operation of any of their respective Trains, including the U.S. Department of Transportation regulations on the control of alcohol and drug use. The Railroad may (i) adopt supplemental rules applicable to its operations on the Shared Use Facilities to the extent that such rules do not otherwise conflict with the provisions of this Section 3.5(a) and (ii) request modification of the applicable rules, regulations, instructions and orders of the Commission, which modifications may be made from time to time by the mutual agreement of the parties hereto.

(b) The printing and distributing of new timetables, timetable supplements or other related publications by the Commission shall be at the Commission's sole cost and expense. The printing and distributing of new Railroad Timetables, timetable supplements or other related publications by the Railroad shall be at the Railroad's sole cost and expense.

(c) Each of the Commission and the Railroad, at its sole cost and expense, shall obtain, install and maintain in all locomotives and hi-rail vehicles used by it or its Operator on the Shared Use Facilities such communication equipment as is necessary to allow its Trains to communicate with dispatching and signaling facilities for the Shared Use Facilities. The party in control of dispatching under the terms of this Agreement at any time may not adopt, except by mutual agreement with the other party, new communication systems or Signal Systems for use on the Shared Use Facilities which theretofore have not been adopted generally in the railroad industry.

(d) The Commission shall, at least three days in advance or as soon as otherwise practicable, notify the Railroad of any investigation or hearing concerning the violation of any rule, regulation, order or instructions of the Commission by any of the employees of the Railroad or its Operator. Such investigation or hearing may be attended by any official of the Railroad or of its Operator designated by the Railroad, and any such investigation or hearing shall be conducted in accordance with any applicable collective bargaining agreement. The Railroad shall pay the Commission, within 30 days after receipt of bills therefor, the reasonable cost of such investigation or hearing, for which the Commission may contract with a third party to perform any or all of the investigation or hearing transcription activities with the Railroad to pay all costs and expense related thereto.

(e) The Commission shall have the right to exclude from the Shared Use Facilities any employee of the Railroad or its Operator determined to be in violation of the Commission's reasonable rules, regulations, orders or instructions which are in conformity with the provisions of this Agreement. The Railroad shall indemnify, defend and hold harmless the Commission, its affiliates and its and their respective officers, agents and employees from and against any and all claims, liabilities and expenses resulting from such exclusion. If such disciplinary action is appealed by an employee of the Railroad or its Operator to any tribunal lawfully created to adjudicate such cases, and if the decision of such board or tribunal sustains the employee's position, then such employee shall not thereafter be barred from service on the Shared Use Facilities by reason of such occurrence.

Section 3.6 Emergency Operations.

(a) If, by any reason of mechanical failure or for any other cause, the Trains or any locomotives, hi-rail vehicles, passenger cars or freight cars of the Commission or the Railroad or their respective Operators become stalled or disabled on the Shared Use Tracks and are unable to proceed, or fail to maintain the speed required of Trains to meet normal schedules, or if in emergencies crippled or otherwise defective equipment is set out from any such Trains onto the Shared Use Tracks, then the party whose Trains or items of equipment are involved in the incident shall be responsible for furnishing motive power or such other assistance as may be necessary to haul, help or push such equipment or Trains, or to properly move the disabled equipment. By mutual agreement of the parties or upon receipt of reasonable notice from the other party that the response of the party whose Trains or items of equipment are involved in the incident has not been adequate relative to the scheduled uses of the Shared Use Tracks, such other party may render such assistance as may reasonably be required in light of such scheduled uses, and the party whose Trains or items of equipment are involved in the incident shall reimburse the other party, within 30 days after receipt of the bill therefor, for the cost and expense of rendering any such assistance. The costs and expense of services referenced above in this paragraph (a), including loss of, damage to or destruction of any property whatsoever and injury to or death of any person or persons whomsoever resulting therefrom, shall be paid by the party whose Trains or items of equipment are involved in the incident.

(b) If it becomes necessary to make repairs to crippled or defective Trains or related equipment of the Commission or the Railroad or their respective Operators in order to move it from the Shared Use Tracks, such work shall be the responsibility of the party whose Trains or items of equipment are involved in the incident. By mutual agreement of the parties or upon receipt of reasonable notice from the other party that

the efforts of the party whose Trains or items of equipment are involved in the incident to make the repairs are not adequate in light of the scheduled uses of the Shared Use Tracks, such other party may take control of the repairs. If the repairs are performed by the other party, then the party whose Trains or items of equipment are involved in the incident shall reimburse the other party for the cost thereof, within 30 days after receipt of the bill therefor, at the then current AAR dollar rate for labor charges found in the Office Manual of the AAR Interchange Rules.

(c) Whenever the Commission's or the Railroad's Trains on the Shared Use Tracks require rerailling, wrecking service or wrecking train service, the party whose Train is involved shall be responsible for performing such service. Upon mutual agreement of the parties or upon receipt of reasonable notice from the other party that the response whose Train is involved in the incident is not adequate in light of the scheduled uses of the Shared Use Tracks, the other party may take control of such rerailling, wrecking service or wrecking train service as may be required. Whichever party has responsibility for maintenance and repair of the affected Shared Use Tracks under the terms of Article V shall make such repairs to and restoration of the Shared Use Tracks as may be required. The cost and expense of services referenced above in this paragraph (c), including loss of, damage to or destruction of any property whatsoever and injury to or death of any person or persons whomsoever resulting therefrom, shall be paid by the party whose Train is involved in the incident. All equipment and salvage from the same shall be promptly picked up by the party whose Train is involved in the incident or such party's Operator or delivered to the party whose Train is involved in the incident or such party's Operator by the other party, and all costs and expenses, including Customary Additives therefor, incurred by the other party shall likewise be paid to the other party by the party whose Train is involved in the incident. All costs and expenses to be borne under this Section 3.6(c) by the party whose Train is involved in the incident shall be paid within 30 days after receipt of the bills therefor.

Section 3.7 Regulatory Approvals. Each of the Commission and the Railroad shall obtain and maintain all such regulatory approvals as may be required for the conduct of their respective operations on the Shared Use Facilities.

Section 3.8 Claims Handling. Except as otherwise provided in Article VII, the Commission and the Railroad shall each have exclusive responsibility for the provision of claims handling service in connection with any aspect of its operations on the Shared Use Facilities, and in no event shall either or its Operator assert any right to require the other or any of the other's affiliates to provide, or bear any of the costs and expenses arising from, such operations.

Section 3.9 Railroad Police. The Commission and the Railroad shall have exclusive responsibility for the provision of the services of railroad police or law enforcement personnel in connection with their respective operations on the Shared Use Facilities, and in no event shall either or its Operator assert any right to require the other or any of the other's affiliates to provide, or bear any of the costs and expenses arising from, such services.

ARTICLE IV
SCHEDULING AND DISPATCHING

Section 4.1 Scheduling.

(a) The Commission shall determine the schedule of Commission Trains and shall provide such schedules, and any changes thereto, in a timely manner to the Railroad; provided however that the Commission shall not schedule Commission Trains that would unreasonably interfere with the Railroad's Rail Freight Service during times which are not Peak Commuter Periods. As used in this Section 4.1(b), a proposed Commission schedule shall be deemed to unreasonably interfere with the Railroad's Rail Freight Service if such use by the Commission would materially affect the Railroad's ability to provide service-competitive freight service, including time sensitive service, to existing and future customers and to increase its Rail Freight Service to the extent its market will permit. The Railroad shall have the burden of proving that a proposed Commission schedule has materially affected or will materially affect the Railroad's ability to provide service-competitive freight service, including time sensitive service, to existing and future customers or to increase its Rail Freight Service to the extent its market will permit.

(b) The Railroad shall determine the schedule of Freight Trains during Peak Commuter Periods, subject to the limitations of Section 2.2(b) and 2.2(d). The Railroad shall determine the schedule of Freight Trains at all times other than the Peak Commuter Periods, subject to the approval of the Commission, which approval shall not be unreasonably withheld or delayed. As used in this Section 4.1(b), the Commission's refusal to approve a proposed schedule shall be deemed to be unreasonable if such refusal would materially affect the Railroad's ability to provide service-competitive freight service, including time sensitive service, to existing and future customers and to increase its Rail Freight Service to the extent its market will permit. The Railroad shall have the burden of proving that a refusal by the Commission has materially affected or will materially affect the Railroad's ability to provide service-competitive freight service, including time sensitive service, to existing and future customers or to increase its Rail Freight Service to the extent its market will permit.

(c) The Railroad shall determine the schedule of Railroad Special Trains subject to the limitations of Section 2.2(k).

Section 4.2 Dispatching.

(a) The Commission shall at all times have exclusive control over dispatching the Alhambra-Bridge 5 Segment. From and after such time as the Commission reconfigures its signal and radio systems and notifies the Railroad that the Commission is operationally capable of dispatching, the Commission shall have exclusive control over dispatching the Bridge 5-Santa Clarita Segment and the Glendale Siding. The Railroad shall dispatch the Bridge 5-Santa Clarita Segment and the Glendale Siding until such time, and shall dispatch each portion of the Santa Clarita-Palmdale Segment until the Changeover Date applicable thereto. On each such Changeover Date, the Commission shall assume dispatching over the applicable portion of the Santa Clarita-Palmdale Segment.

(b) Dispatching shall be consistent with the schedules determined in accordance with Section 4.1; provided, that the following priorities shall apply:

- (i) As between Commission Trains and intercity passenger Trains, the provisions of Exhibit 4.2(b) attached hereto shall govern.
- (ii) Commission Trains scheduled in accordance with Section 4.1 and operating in revenue service, and Amtrak Trains operating in revenue service, shall be accorded absolute preference and priority over Freight Trains.
- (iii) Empty Commission Trains and Railroad's locomotives not attached to any cars shall receive appropriate priority in order to be in position for the next scheduled revenue assignments of such Trains or locomotives or crews or equipment thereon.
- (iv) Notwithstanding the priorities established by (ii) and (iii) above, Freight Trains shall at no time be required to wait for Commission Trains for more than 15 minutes (A) prior to crossing at Burbank Junction, at the Commuter Rail Interlocker or at other Crossovers within a portion of the Shared Use Facilities that has two or more main line Tracks, or (B) prior to entering Tunnels within or contiguous to a portion of the Shared Use Facilities that has two or more main line Tracks.

(v) Solely with respect to the Alhambra-CRI Segment, and except for the time periods described in clause (vi) below, the following priorities shall apply in lieu of the priorities set forth in clauses (ii) through (iv) above:

- (1) Commission Trains scheduled in accordance with Section 4.1 and operating in revenue service, and Amtrak Trains operating in revenue service, shall be accorded absolute preference and priority over Freight Trains.
- (2) Commission Trains not in revenue service shall receive appropriate priority in order to be in position for the next scheduled revenue assignments of such Trains or crews or equipment thereon.
- (3) Notwithstanding the priorities established by clauses (1) and (2) above, Freight Trains shall at no time be required to wait for Commission Trains for more than 15 minutes prior to being permitted to enter, cross or proceed on the Alhambra-CRI Segment, unless a different priority is required from time to time to relieve congestion at LAUPT; and provided that after completion of the improvements described in clause (vi) below the normal routing of scheduled Commission Trains shall be on such improvements and on the west bank of the Los Angeles River.
- (4) Freight Trains shall have absolute preference and priority over equipment of the Commission utilizing the Shared Use Tracks to access the Commission's maintenance facility on Parcel B of Taylor Yard and maintenance of way equipment of the Commission and shall not be held or delayed for such equipment, unless a different priority is required from time to time to relieve congestion at LAUPT.
- (5) Locomotives not attached to any cars shall be accorded "first come, first serve" priority with the Commission Trains in revenue service.

(vi) Solely with respect to the Alhambra-CRI Segment for the period from the date that the Dayton Bridge is removed (which date is estimated to be March 1993) to the date that the Commission completes construction of (x) Tracks from LAUPT to the Commuter Rail Interlocker west of the existing Tracks connecting such points and (y) a new bridge over the Los Angeles River (which date is expected to be August 1993), the following priorities shall apply in lieu of the priorities set forth in clauses (ii) through (v) above:

- (1) Commission Trains scheduled in accordance with Section 4.1 and operating in revenue service, and Amtrak Trains operating in revenue service, shall be accorded absolute preference and priority over Freight Trains.
- (2) Commission Trains not in revenue service shall receive appropriate priority in order to be in position for the next scheduled revenue assignments of such Trains or crews or equipment thereon.
- (3) Notwithstanding the priorities established by clauses (1) and (2) above, (A) at times other than Peak Commuter Periods, Freight Trains shall at no time be required to wait for Commission Trains for more than 15 minutes prior to being permitted to enter, cross or proceed on the Alhambra-CRI Segment, and (B) during Peak Commuter Periods, locomotives not attached to any cars shall at no time be required to wait for Commission Trains for more than 30 minutes prior to being permitted to enter, cross or proceed on the Alhambra-CRI Segment, unless a different priority is required from time to time to relieve congestion at LAUPT.
- (4) During periods other than Peak Commuter Periods, Freight Trains shall have absolute preference and priority over equipment of the Commission utilizing the Shared Use Tracks to access the Commission's maintenance facility on Parcel B of Taylor Yard and maintenance of way equipment of the Commission and

shall not be held or delayed for such equipment, unless a different priority is required from time to time to relieve congestion at LAUPT.

- (5) During periods other than Peak Commuter Periods, Locomotives not attached to any cars shall be accorded "first come, first serve" priority with the Commission Trains in revenue service.

(c) The Commission shall provide employees of the Railroad or its Operator with reasonable access to dispatching facilities to allow monitoring of the dispatching of Trains on the Shared Use Facilities.

(d) The Railroad, at no cost, expense or liability to the Commission, shall negotiate appropriate labor agreements with its employees relating to the termination of dispatching by the Railroad.

(e) Either party providing dispatching over the Saugus Line shall provide such service 24 hours per day, seven days per week.

(f) From and after the date the Commission commences dispatching of the Alhambra-Santa Clarita Segment pursuant to Section 4.2(a), the Railroad shall pay to the Commission the amount of \$83,683 per year for the Commission's dispatching of the Railroad's Trains on the Alhambra-Santa Clarita Segment. In addition, from and after each Changeover Date, the Railroad shall pay to the Commission for dispatching of the Railroad's Trains the amount of \$2,498 per year for each mile of the portion of the Santa Clarita-Palmdale Segment for which the Commission has assumed responsibility on such Changeover Date. All of the amounts described above shall be prorated on a daily basis for any period of time less than a year, and all such amounts shall be paid by the Railroad to the Commission in equal monthly installments.

(g) Disputes over dispatching shall be addressed initially by the appropriate senior officers of each party and, if necessary, shall be resolved by arbitration pursuant to Article VIII. If the arbitrator(s) determine that there has been a material and continuing breach of the dispatching provisions of this Article IV by the party providing dispatching, they may provide for dispatching by the other party or alternating dispatching duties between the parties (if these measures are practicable), or undertake any other reasonable measures to ensure compliance with these dispatching requirements. In connection with any such change in dispatching duties as may be ordered by the arbitrator(s), the arbitrator(s) shall equitably

adjust the provisions of this Agreement relating to the payment for dispatching services.

ARTICLE V
MAINTENANCE AND REPAIR

Section 5.1 Maintenance Standards. Unless otherwise agreed by the parties hereto, existing Shared Use Tracks shall be maintained at such level as to allow continued operation for existing types of service in existence on the date of execution of this Agreement at the train speeds shown in the applicable Railroad Timetable and applicable General Orders that are effective on the date of the execution of this Agreement and attached hereto as Exhibit 5.1. Unless otherwise agreed by the parties hereto, future Shared Use Tracks shall be maintained at such level as to allow continued operation at the same train speeds as those of the adjacent Shared Use Tracks. All other Shared Use Facilities shall be maintained and repaired to keep them in a safe and reliable condition and at least at the levels of utility, maintenance and repair existing on the date of execution of this Agreement. Repair and maintenance shall be done in a manner that minimizes disruptions to operations of both the Commission and the Railroad; provided, that night maintenance shall not normally be required.

Section 5.2 Maintenance Responsibilities.

(a) The Commission shall have the exclusive control over the maintenance and repair of, and shall maintain and repair the Shared Use Facilities on, the Alhambra-Santa Clarita Segment immediately following the effective date of this Agreement; provided that the Railroad shall make its maintenance crews available during a transition period of 15 days following such effective date to provide for an orderly transition of maintenance responsibilities. The Railroad shall have exclusive control over the maintenance and repair of, and shall maintain and repair the Shared Use Facilities on each portion of the Santa Clarita-Palmdale Segment until the Changeover Date applicable thereto. On each such Changeover Date, the Commission shall assume exclusive control over the maintenance and repair of, and shall maintain and repair, the Shared Use Facilities on the applicable portion of the Santa Clarita-Palmdale Segment; provided that the Railroad shall make its maintenance crews available during a transition period of 15 days following each such Changeover Date to provide for an orderly transition of maintenance responsibilities.

(b) If at any time the Commission shall discontinue commuter service on a portion of the Shared Use Facilities for a period of three months or more, then the Railroad shall have the right to assume all maintenance and repair of such portion of the Shared Use Facilities upon at least 60 days' prior written notice

to the Commission. In such case the Railroad's Agreed Annual Share (as defined in subsection 5.3(a)) shall be equitably adjusted based upon the provisions of Section 5.3 and the methodology of Exhibit 5.2(b). Upon any such assumption, the Commission shall be relieved of its maintenance and repair obligations on such portion of the Saugus Line. At such time as the Commission resumes Commission Rail Service on such portion of the Saugus Line, the Commission, upon 30 days prior written notice to the Railroad, may assume maintenance responsibilities over such portion of the Saugus Line upon the resumption of its operations. The Railroad's Agreed Annual Share shall be readjusted to reflect the Commission's assumption of such maintenance responsibilities.

(c) All disputes as to the fulfillment of the other parties' maintenance and repair obligations as set forth in this section 5.2 shall be submitted to arbitration pursuant to Article VIII, and the remedies of damages and specific performance shall be available therein.

Section 5.3 Cost and Expense.

(a) Until the first Changeover Date, the Railroad's Agreed Annual Share shall be \$728,425 (subject to adjustments specified in paragraphs (c) and (d) of this Section 5.3), which is the sum of two components: (i) the "Car-Mile Component" in the amount of \$568,162 subject to adjustments for inflation and car volume as such adjustments are specified in paragraphs (c) and (d) of this Section 5.3, and (ii) the "Route-Mile Component" in the amount of \$160,263, subject to adjustments for inflation as such adjustments are specified in paragraph (c) of this Section 5.3.

Upon the occurrence of a Changeover Date covering less than all of the Santa Clarita-Palmdale Segment, the Railroad's Agreed Annual Share shall be increased by an amount equal to \$20,478 per mile (subject to adjustments specified in paragraphs (c) and (d) of this Section 5.3), which is the sum of two components: (i) the "Car-Mile Component" in the amount of \$16,683 per mile, subject to adjustments for inflation and car volume as such adjustments are specified in paragraphs (c) and (d) of this Section 5.3, and (ii) the "Route-Mile Component" in the amount of \$3,795 per mile, subject to adjustments for inflation as such adjustments are specified in paragraph (c) of this Section 5.3.

After the final Changeover Date with respect to all portions of the Santa Clarita-Palmdale Segment, the Railroad's Agreed Annual Share for the Saugus Line shall be \$1,450,273 (\$728,425 for the Alhambra-Santa Clarita Segment and \$721,848 for the Santa Clarita-Palmdale Segment, subject to adjustments specified in paragraphs (c) and (d) of this Section 5.3), which is the sum of two components: (i) the "Car-Mile Component" in the amount of \$1,156,236 (\$568,162 for the Alhambra-Santa Clarita

Segment and \$588,074 for the Santa Clarita-Palmdale Segment), subject to adjustments for inflation and car volume as such adjustments are specified in paragraphs (c) and (d) of this Section 5.3, and (ii) the "Route-Mile Component" in the amount of \$294,037 (\$160,263 for the Alhambra-Santa Clarita Segment and \$133,774 for the Santa Clarita-Palmdale Segment), subject to adjustments for inflation as such adjustments are specified in paragraph (c) of this Section 5.3.

All adjustment required due to any Changeover Date shall become effective on and as of such Changeover Date.

The Railroad's Agreed Annual Share shall constitute its total required contribution for the maintenance, repair and enhancement of the portion of the Shared Use Facilities maintained by the Commission, including capital projects thereon and additions and betterments thereto, except for the costs, fees and expenses described in paragraph (b) of this Section 5.3. The maintenance, repair and enhancement expenses referred to in this paragraph (a) of Section 5.3 shall include both expensed and capitalized items, and maintenance, repair and enhancement expenses and other items charged against the Railroad's Agreed Annual Share for work performed on the Shared Use Facilities by the Commission also shall include Customary Additives and Materials Additives. The Commission shall be responsible for all costs and expenses incurred by it for maintenance, repair and enhancement of the Shared Use Facilities in excess of the Railroad's Agreed Annual Share, except as described in paragraph (b) of this Section 5.3. For example, if the Railroad's Agreed Annual Share for a given year was \$728,425 and maintenance, repair and enhancement expenses, including capital projects and additions and betterments (excluding expenses described in paragraph (b) of this Section 5.3), incurred by the Commission during that year, plus Customary Additives and Materials Additives, totalled \$1,000,000, the Commission would be responsible for \$271,575.

The Railroad shall contribute the Railroad's Agreed Annual Share for the Shared Use Facilities on a monthly basis so long as this Agreement is in force. The Commission shall send the Railroad a monthly statement that sets forth the maintenance, repair and enhancement expenses incurred by the Commission during the prior month and a cumulative total for such expenses incurred during the year up to the end of such month.

(b) Except as provided in this paragraph (b), capital projects and production programs on the Shared Use Facilities, including additions and betterments to the Shared Use Facilities, shall be paid for by the Commission. The Railroad shall pay the Commission, and there shall be no credit against the Railroad's Agreed Annual Share, for (i) any capital projects on the Shared Use Facilities (including additions and betterments to the Shared Use Facilities) initiated by the Railroad, or (ii) any other item

the cost of which this Agreement expressly provides for the Railroad to pay or share. In addition to the Railroad's Agreed Annual Share, the Railroad shall be required to pay (i) the full maintenance costs of all Shared Use Facilities owned by it and any improvements constructed at the request of the Railroad pursuant to Sections 2.3(c), 2.3(d) and 2.4., (ii) all costs for the maintenance of the improvements described in clauses (i), (ii) and (iii) of Section 2.4 until the date that all such improvements are completed to the satisfaction of the Commission, (iii) the annual maintenance fee for industrial track switches not used for 15 months and not permitted to be removed by the Commission, as more particularly set forth in Section 2.3(a), prorated as appropriate, (iv) the annual fee for Crossovers installed by the Commission at the Railroad's request pursuant to Section 2.3(c), as more particularly set forth in Section 2.3(c), prorated as appropriate, and (v) the dispatching and maintenance costs provided for in Section 2.11. The amounts specified in clauses (i), (iii), (iv) and (v) immediately above shall be paid to the Commission in equal monthly installments together with the installments of the Railroad's Agreed Annual Share as provided in Section 5.3(f).

(c) The Railroad's Agreed Annual Share shall be adjusted upward or downward annually in accordance with the final "Materials Prices, Wage Rates and Supplements Combined (excluding fuel) Index" (the "Index") included in the final Annual Indexes for Charge-Out Prices and Wage Rates (1977=100) issued by the AAR (the "AAR Railroad Cost Indexes"). Adjustment of each of the components of the Railroad's Agreed Annual Share shall be made by multiplying each by the ratio of the Index figure for a particular calendar year relative to the Index figure for calendar year 1990; provided, that such adjustments shall be made to the nearest cent. By way of example and assuming no Changeover Date has occurred, if "A" is the Index figure for calendar year 1990 and "B" is the Index figure for calendar year 1993, then the adjustments required by this Section 5.3(c) would be determined as follows:

- (1) $\$ 568,162 \times B/A =$ The Car-Mile Component of the Railroad's Agreed Annual Share as adjusted per Section 5.3(c) for calendar year 1994.
- (2) $\$ 160,263 \times B/A =$ The Route-Mile Component of the Railroad's Agreed Annual Share as adjusted per Section 5.3(c) for calendar year 1994.

If the base for the Index shall be changed from the year 1977, appropriate revision shall be made in the base (established as herein provided) for the calendar year 1990. If the AAR or any successor organization discontinues publication of the AAR Railroad Cost Indexes, an appropriate substitute for determining

the percentage of increase or decrease shall be negotiated by the parties hereto. In the absence of agreement, the matter will be arbitrated in the manner prescribed in Article VIII of this Agreement.

(d) The Car-Mile Component shall be adjusted annually to reflect changes in the Railroad's traffic on the Shared Use Facilities (including the traffic of the Railroad and its Operator and any purchaser, assignee, transferee, lessee or delegee of the Railroad pursuant to Section 6.2) measured by aggregate car-miles. The Car-Mile Component shall be adjusted separately for the Alhambra-Santa Clarita Segment and the Santa Clarita-Palmdale Segment. References in this Section 5.3 to adjustments under this paragraph (d) shall include adjustments to both the Car-Mile Component for the Alhambra-Santa Clarita Segment and the Car-Mile Component for that portion of the Santa Clarita-Palmdale Segment for which a Changeover Date has occurred.

The Railroad's aggregate car-miles for Trains operated on the Alhambra-Santa Clarita Segment for the fourth quarter of 1990 shall be the "Base Car-Miles" for the Alhambra-Santa Clarita Segment. The car-miles adjustment shall be applied to increase or decrease the original Car-Mile Component for the Alhambra-Santa Clarita Segment of \$568,162 (adjusted for inflation as specified in paragraph (c) of this Section 5.3) for the adjustment year based on the ratio of the Railroad's aggregate car-miles for Trains operated on the Alhambra-Santa Clarita Segment during the fourth quarter of the adjustment year, including the aggregate car-miles attributable to Trains operated by any purchaser, assignee, transferee, lessee or delegee of the Railroad pursuant to Section 6.2, to the Base Car-Miles for the Alhambra-Santa Clarita Segment.

The Railroad's aggregate car-miles for Trains operated on the Santa Clarita-Palmdale Segment for the fourth quarter of 1990 shall be the "Base Car-Miles" for the Santa Clarita-Palmdale Segment. The car-miles adjustment shall be applied to increase or decrease the original Car-Mile Component for the Santa Clarita-Palmdale Segment of \$588,074 (\$16,683 per mile) (adjusted for inflation as specified in paragraph (c) of this Section 5.3) for the adjustment year based on the ratio of the Railroad's aggregate car-miles for Trains operated on the Santa Clarita-Palmdale Segment during the fourth quarter of the adjustment year, including the aggregate car-miles attributable to Trains operated by any purchaser, assignee, transferee, lessee or delegee of the Railroad pursuant to Section 6.2, to the Base Car-Miles for the Santa Clarita-Palmdale Segment.

For purposes of this Section 5.3, a "car-mile" shall mean one railroad car or locomotive traveling one route-mile. Thus, a locomotive and nine railroad cars traveling over 5 route-miles would result in an aggregate of 50 car-miles. Within

45 days after the end of each adjustment year, the Railroad shall deliver to the Commission a certified statement of aggregate car-miles for the fourth quarter of the adjustment year computed in accordance with the provisions of this Section 5.3(d).

By way of illustrating the adjustment required by this paragraph (d), if (i) the Index figure for 1990 was 100; (ii) the Index figure for 1993 was 110; (iii) the Base Car-Miles were 100,000 car-miles and (iv) the car-miles of the Railroad in the fourth quarter of 1993 aggregated to 110,000 car-miles, then the Car-Mile Component for 1994 (assuming that no Changeover Date has occurred) would be:

$\$568,162 \times (110/100) \times (110,000/100,000)$, or \$687,476

(e) The Railroad's Agreed Annual Share for any year shall be the sum of the Car-Mile Component, as adjusted for any Changeover Date pursuant to paragraph (a) of this Section 5.3 and as further adjusted for that year pursuant to paragraphs (c) and (d) of this Section 5.3, and the Route-Mile Component, as adjusted for any Changeover Date pursuant to paragraph (a) of this Section 5.3 and as further adjusted for that year pursuant to paragraph (c) of this Section 5.3.

(f) The Railroad shall pay its Agreed Annual Share directly to the Commission in equal monthly installments.

ARTICLE VI ASSIGNMENTS, TENANTS AND SALES

Section 6.1 Commission.

(a) The Commission may sell all or any portion of its interest in the Shared Use Facilities, and the Commission may assign, lease, transfer or otherwise delegate any of its rights and duties hereunder in connection with a sale of its interest in the Saugus Line or otherwise, without securing the consent of the Railroad if such sale, assignment, lease, transfer or delegation is to a single financially and operationally capable party with the power to perform its obligations under the indemnity provisions hereof, provided such party takes such interest subject to all of the Railroad's rights hereunder. A proposed purchaser, assignee, lessee, transferee or delegee shall not be considered financially and operationally capable if it is unable to procure and maintain the insurance required to be maintained by the Commission hereunder. The Commission shall give the Railroad at least 45 days' prior written notice of any such sale, assignment, lease, transfer or delegation and, at the Railroad's request, the Commission shall provide reasonable evidence that any purchaser, assignee, or delegee is financially and operationally capable. Any sale, assignment, lease, transfer or delegation other than to a financially and operationally capable

purchaser, assignee lessee, transferee or delegee shall require the written consent of the Railroad. The Southern California Regional Rail Authority is a permitted assignee, lessee, transferee or delegee provided that LACTC shall remain liable for its indemnity obligations hereunder in connection with any such assignment, lease, transfer or delegation. In connection with any sale by the Commission of its interest in all or any portion of the Shared Use Facilities, the Commission may retain the right to continue to use the Shared Use Facilities, as long as such sale does not add an additional rail user of the Shared Use Facilities.

(b) In no event shall any purchaser, lessee, transferee or delegee of any of the Commission's interests in the Right of Way and Shared Use Facilities or assignee of any of the Commission's rights and duties hereunder be permitted to use the Shared Use Facilities to provide Rail Freight Service.

(c) Any purchaser, assignee, lessee, transferee or delegee of the Commission shall execute an agreement, reasonably satisfactory to the Railroad, pursuant to which such purchaser, assignee, lessee, transferee or delegee agrees to be bound by all the provisions hereof.

Section 6.2 Railroad.

(a) The Railroad may sell, assign, lease, transfer or otherwise delegate all (but not less than all) of its rights and duties hereunder without securing the consent of the Commission if such sale, lease, transfer, assignment or delegation is to (i) a single financially and operationally capable party approved by the Commission, which approval shall not be unreasonably withheld (provided that a proposed purchaser, assignee, lessee, transferee or delegee shall not be considered financially and operationally capable if it is unable to procure and maintain the insurance required to be maintained by the Railroad hereunder) or (ii) a single Class 1 Railroad. The Railroad shall give the Commission at least 45 days' prior written notice of any such sale, assignment, lease, transfer or delegation and, at the Commission's request, the Railroad shall provide reasonable evidence that any such purchaser, assignee, lessee, transferee or delegee other than a Class 1 Railroad is a financially and operationally capable party. Any sale, assignment, lease, transfer or delegation other than to a purchaser, lessee, transferee, assignee or delegee described in the first sentence of the Section 6.2(a) shall require the written consent of the Commission. Any sale, assignment, lease, transfer or delegation of the Railroad's rights in the Shared Use Facilities shall be subject to the rights of the Commission under this Agreement. In no event shall the purchaser, assignee, lessee, transferee or delegee of any of the Railroad's rights and duties hereunder be permitted to use the Shared Use Facilities to provide rail passenger service.

(b) The Railroad shall not permit any other person or entity to use the Shared Use Facilities except (i) the Railroad's Operator designated in accordance with Section 3.3, or (ii) pursuant to a transaction permitted under Section 6.2(a).

(c) Any purchaser, assignee, lessee, transferee or delegee of the Railroad shall execute an agreement, reasonably satisfactory to the Commission, pursuant to which such purchaser, assignee, lessee, transferee or delegee agrees to be bound by all the provisions hereof.

(d) Notwithstanding any other provision of this Section 6.2, if the Railroad sells, leases or otherwise disposes of all (but not less than all) of either its freight or Intercity rights on the Ventura Line (as defined in the Ventura Shared Use Agreement) to (i) a financially and operationally capable party or parties approved by the Commission, which approval shall not be unreasonably withheld (provided that a proposed purchaser, assignee, lessee, transferee or delegee shall not be considered financially and operationally capable if it is unable to provide and maintain the insurance required to be maintained by the Railroad hereunder) or (ii) a Class 1 Railroad, such party or parties (each a "New Ventura Owner") shall have the right to use the Burbank-Alhambra Segment upon and subject to the following terms and conditions:

- (i) The New Ventura Owner shall have executed and delivered to the Commission a written agreement in form and substance reasonably acceptable to the Commission whereby the New Ventura Owner assumes and agrees to be bound by the provisions of this Agreement applicable to its operation on the Burbank-Alhambra Segment.
- (ii) The New Ventura Owner may use the Burbank-Alhambra Segment only for a purpose for which the Railroad would be permitted to use the Burbank-Alhambra Segment pursuant to this Agreement if the Railroad itself were conducting the activities of New Ventura Owner; provided, however, that if the sale, lease or disposition is of Intercity rights, the New Ventura Owner may operate over the Burbank-Alhambra Segment for that purpose.
- (iii) The New Ventura Owner's use of the Burbank-Alhambra Segment shall be subject to all of the provisions of this Agreement. References in this Agreement to the Railroad shall be deemed to be references to the New Ventura Owner to the extent necessary to implement the provisions of this Section 6.2(d);

provided, however, that if the sale, lease or disposition is of Intercity rights, the New Ventura Owner may operate over the Burbank-Alhambra Segment for that purpose.

- (iv) The permitted use of the Burbank-Alhambra Segment by the New Ventura Owner shall not relieve Railroad of any of its obligations hereunder. The sale, lease or other disposition solely of the Railroad's Intercity rights to a New Ventura Owner shall not deprive the Railroad of its right to provide Rail Freight Service on the Burbank-Alhambra Segment. The sale, lease or other disposition solely of the Railroad's Rail Freight Service rights to a New Ventura Owner shall not deprive the Railroad of its right to provide Intercity service on the Burbank-Alhambra Segment.

Railroad may only sell, lease or otherwise dispose of its Intercity rights to a single party and its freight rights to a single party.

Section 6.3 Right of First Offer.

(a) Subject to the exemptions or limitations set forth in subsections 6.3(b) and (c), if the Commission proposes to sell all or any portion of the Right of Way to any person other than a financially and operationally capable governmental agency, the Commission shall provide notice to Railroad of such intention to sell (the "Notice"). The Notice shall set forth a description of the property to be sold and the terms and conditions under which the Commission is willing to sell such property. The Railroad shall have the option to purchase the property described in the Notice upon the terms and conditions described in the Notice. Railroad's option shall be exercisable only in writing received by the Commission within 45 days after Railroad's receipt of the Notice. Railroad's exercise of the option shall state Railroad's agreement to be bound by the terms and conditions specified in the Notice. If Railroad fails to exercise its option as provided above in the prescribed 45-day period, Commission shall have the right to sell the property described in the Notice on terms and conditions substantially as described in the Notice. If thereafter, Commission attempts to sell such property on terms and conditions substantially less favorable to the Commission from those described in the Notice, Railroad shall be entitled to an additional 15-day option to purchase the property exercisable in accordance with the provisions specified above. Railroad's failure to exercise its purchase option for any portion of the Right of Way shall not constitute a waiver of such option for the sale by Commission of any other portion of the Right of Way.

(b) Notwithstanding the provisions of Section 6.3(a), the Commission may sell to any party without triggering the Railroad's right of first offer any portion of the Right of Way not located within 25 feet of any Track, as long as such property is not required for the Railroad to conduct Rail Freight Service.

(c) If the provisions of Section 6.3(a) are subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation, such provision shall continue and remain in full force and effect only for a period of 21 years following the death of the last survivor of the now living descendants of Philip F. Anschutz of Denver, Colorado, or until this Agreement is terminated as hereinafter provided, whichever first occurs.

ARTICLE VII LIABILITY AGREEMENT

Section 7.1 Assumption of Responsibility.

(a) Except as otherwise provided in Section 3.6(c), each of the parties hereto shall assume, bear and pay all the liabilities allocated to it as the responsible party under the terms of this Article VII. For purposes of this Article VII, the term "liability" shall include all loss, damage, cost, expense (including costs of investigation and attorney's fees and expenses at arbitration, trial or appeal and without institution of arbitration or suit), liability, claims and demands of whatever kind or nature arising out of an incident described in the applicable provision of this Article VII. Except as otherwise expressly provided in Sections 7.2(b), 7.2(d), 7.2(e) and 7.4, the responsibility for liabilities undertaken by each party under this Article VII is without respect to fault, failure, negligence, misconduct, malfeasance or misfeasance of any party or its employees, agents or servants.

(b) All costs and expenses incurred in connection with the investigation, adjustment and defense of any claim or suit shall be included as part of the liability for which responsibility is assumed under the terms of this Article VII, including salaries or wages and associated benefits of, and out-of-pocket expenses incurred by or with respect to, employees of either party engaged directly in such work and a reasonable amount of allocated salaries and wages of employees providing support services to the employees so engaged directly in such work.

Section 7.2 Allocation of Responsibilities.

(a) Liability for personal injury (including bodily injury and death) to, or property damage suffered by, an invitee of either party shall be the responsibility of and borne and paid

solely by that party regardless of the cause of such loss or the fault of either party or whose Train was involved, except as specifically provided in paragraph (b) of this Section 7.2 and Section 7.4 below. For purposes of this paragraph, and without limitation, consultants and contractors of a party and any person who is on a Train operated by or for the account of a party (other than an employee of a party engaged in performing duties for that party) shall be deemed to be an invitee of that party. All persons at or adjacent to a passenger station or loading platform shall be deemed to be invitees of the Commission (other than employees, contractors and consultants, including employees of such contractor, of the Railroad or of any tenant or Operator of the Railroad engaged in performing duties for the Railroad or for any such tenant or Operator of the Railroad). Other than Amtrak, any trackage tenant of either party shall be deemed to be bound by the provisions of this Article VII; provided, that if it is determined for any reason that such tenant is not so bound, such tenant shall be deemed to be an invitee of that party.

(b) After the Commission shall have incurred aggregate liability in an amount equal to \$25.0 million for injury to or damage suffered by its invitees for incidents occurring in any one calendar year, the Railroad shall bear a share of that portion of the aggregate liability to the Commission's invitees for that year that is in excess of \$25.0 million in proportion to the Railroad's relative degree of fault, if any; provided, that the Railroad shall not bear liability to the Commission's invitees in an amount in excess of \$125.0 million for incidents occurring in such calendar year. In computing the \$25.0 million base amount payable by the Commission prior to any participation by the Railroad, there shall be excluded any liabilities incurred due to the Excluded Conduct (defined below in Section 7.4(a)) of the Commission. After the Railroad shall have incurred aggregate liability in an amount equal to \$25.0 million for injury to or damage suffered by its invitees for incidents occurring in any one calendar year, the Commission shall bear a share of that portion of the aggregate liability to the Railroad's invitees for that year that is in excess of \$25.0 million in proportion to the Commission's relative degree of fault, if any; provided, that the Commission shall not bear liability to the Railroad's invitees in an amount in excess of \$125.0 million for incidents occurring in such calendar year. In computing the \$25.0 million base amount payable by the Railroad prior to any participation by the Commission, there shall be excluded any liabilities incurred due to the Excluded Conduct of the Railroad. Liability shall be deemed incurred on the date of the incident giving rise to such liability regardless of the date on which liability is paid or established. The determination of the relative fault of the parties in any proceeding establishing the liability shall be binding on the parties.

(c) Liability for personal injury (including bodily injury and death) to, or property damage suffered by, persons

other than invitees of either the Commission or the Railroad and casualty losses to property owned by the Commission and/or the Railroad shall be the responsibility of and borne and paid by the parties as follows regardless of the cause of such loss or the fault of either party except as provided in paragraphs (d) and (e) of this Section 7.2 and Section 7.4 below:

(i) Loss to equipment and other personal property owned by the Commission shall be the responsibility of the Commission and borne by it.

(ii) Loss to equipment and other personal property owned by and freight transported by the Railroad shall be the responsibility of the Railroad and borne by it.

(iii) Loss to the Shared Use Facilities and property jointly owned by the Commission and the Railroad shall be the responsibility of and borne (A) totally by the single party whose Train was involved in the incident giving rise to the loss, and (B) equally by the parties if no Train was involved in the incident or Trains of both parties were involved.

(iv) Liability for personal injury (including bodily injury and death) to, or property damage suffered by, any employee of either party which occurs during the course of employment or while traveling to or from employment (an "employee") shall be the responsibility of and borne solely by the party employing such employee.

(v) Liability for personal injury (including bodily injury and death) to, or property damage suffered by, any person who is not an employee or invitee of either party (including persons using vehicular and pedestrian crossings and trespassers) shall be the responsibility of and borne (A) totally by the party whose Train was involved in such loss if the Train of only one party was involved, and (B) equally by the parties if no Train was involved in the incident.

(d) Liability for personal injury (including bodily injury and death) to, or property damage suffered by, a person who is not an employee or invitee of either party shall be the responsibility of and borne by both parties in proportion to their relative degrees of fault if Trains of both parties were involved in the incident giving rise to such injury or damage.

(e) Liability due to the release of hazardous materials shall be the responsibility of and borne by the party who transported the hazardous materials unless Trains of both parties were involved, in which case the parties shall bear the loss or liability in proportion to their relative degrees of fault.

(f) For purposes of calculating the \$25,000,000 and \$125,000,000 limits set forth in this Section 7.2, liability relating to the Saugus Line shall be aggregated with liability relating to the Ventura Line in any calendar year. As used herein, "Ventura Line" shall have the meaning given to such term in the Ventura Shared Use Agreement.

Section 7.3 Insurance.

(a) The Commission and the Railroad shall each maintain general liability insurance in the amount of at least \$100,000,000 per occurrence and shall either include all of their respective Operators and tenants (other than Amtrak) as insureds under their respective policies or furnish evidence of separate insurance of the same amount and type for each Operator or tenant (other than Amtrak). Insurance shall be placed with a company or companies authorized to conduct business in California. The Commission and the Railroad (and an Operator or tenant if such Operator or tenant demonstrates to the reasonable satisfaction of the Commission and the Railroad sufficient financial capacity) may self insure to a level not to exceed \$10.0 million.

(b) The general liability insurance required by Section 7.3(a) shall provide coverage for personal injury, bodily injury, death and property damage with respect to all operations of the Railroad, the Commission, Operators and tenants, respectively. Such insurance shall include blanket contractual coverage, including coverage for written, oral and implied contracts and specific coverage for the indemnity provisions set forth in this Article VII. Each policy of general liability insurance obtained by the Commission and the Railroad shall name the other as an additional insured with respect to any liability to be borne by the party obtaining such insurance pursuant to the provisions of this Article VII.

(c) For any claims arising out of activities, products or operations resulting from or related to this Agreement, the insurance obtained pursuant to Section 7.3(a) shall be primary with respect to the obligation under this Agreement of the party obtaining the insurance and with respect to the interests of all parties added as additional insureds. Any other insurance maintained by an additional insured shall be excess of this coverage herein defined as primary and shall not contribute with it.

(d) Unless otherwise agreed by the Commission and the Railroad, the insurance required by Section 7.3(a) shall be maintained by each of the parties specified therein for the full term of this Agreement and shall not be permitted to expire or be canceled or materially changed except upon 60 days' notice to the other parties. Each insurance policy required by Section 7.3(a) shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or

limits except after 60 days' prior written notice has been given to all insureds.

(e) Each of the Commission and the Railroad shall cause its and/or its Operator's and tenant's (other than Amtrak's) insurers to provide the other with certificates of insurance and endorsements evidencing the provisions specified above in this Section 7.3 prior to commencement of operations on the Shared Use Facilities under this Agreement.

(f) A failure of any party to maintain the insurance required by this Section 7.3 shall not relieve such party of any of its liabilities or obligations under this Agreement.

Section 7.4 Limitations on Indemnification.

(a) The provisions of this paragraph (a) shall apply notwithstanding the provisions of Section 7.2 above. "Excluded Conduct" shall mean (i) an entire failure of care or the exercise of so slight a degree of care as to raise a presumption that there was a conscious indifference to the things and welfare of others, (ii) conduct constituting a reckless or wanton disregard of the probable results of such conduct, (iii) wilful misconduct, or (iv) conduct which would permit the award of exemplary or punitive damages. Neither party shall be indemnified for any loss or liability resulting from its own Excluded Conduct, and in any such case such party shall be responsible for and bear loss or liability in proportion to its relative degree of fault and such party shall be responsible for and bear all exemplary or punitive damages, if any, resulting from its Excluded Conduct. If any of the provisions of Section 7.2 would otherwise indemnify a party against liability, loss or damage that would be prohibited by or unenforceable under the laws of the State of California (including a determination that indemnification under the circumstances involved is against the public policy of the state), the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law. Without limitation, if it is determined that any law or public policy of the State of California prohibits the indemnification of a party for its own sole negligence in any instance covered by the provisions of Section 7.2, those provisions shall be deemed to exclude indemnification for such party's sole negligence but to permit full indemnification, as specified in Section 7.2, if both parties were negligent. In the case of any liability, loss or damage for which the provisions of this paragraph (a) would prevent the indemnification of a party, such party shall be responsible for and bear such liability, loss or damage.

(b) Notwithstanding Section 7.2 above, the Railroad and the Commission shall bear liability in proportion to their relative degrees of fault in connection with an accident involving one of the Railroad's Trains while using (i) the Shared

Use Tracks to follow the last scheduled peak direction commuter train during a Peak Commuter Period as provided in Section 2.2(b)(i), or (ii) the Shared Use Tracks during a Peak Commuter Period as provided in Section 2.2(b)(iii), but in the case of either clause (i) or clause (ii) above only if the Railroad's use of the Shared Use Tracks involved in the incident at those times would not have been permitted but for the provisions of Section 2.2(b)(i) or Section 2.2(b)(iii).

Section 7.5 Scope of Indemnification. In any case where a party is required under the provisions of this Article VII to bear a loss or liability, it shall pay, satisfy and discharge such liability and all judgments that may be rendered by reason thereof and all costs, charges and expenses incident thereto, and such party shall forever indemnify, defend and hold harmless the other party and its commissioners, directors, officers, agents, employees, shareholders, parent corporation and affiliated companies or governmental entities from, against and with respect to any and all liabilities which arise out of or result from the incident giving rise thereto. If a party asserts that the other was guilty of Excluded Conduct and denies liability for indemnification of the other party based thereon, the party asserting such Excluded Conduct shall have the burden of proof in establishing such conduct. It is the intent of the parties that the indemnification provisions of this Article VII shall apply to both the passive negligence and the active negligence of an indemnified party.

Section 7.6 Procedure.

(a) If any claim or demand shall be asserted by any person against an indemnified party under this Article VII, the indemnified party shall, within 30 days after notice of such claim or demand, cause written notice thereof to be given to the indemnifying party, provided that failure to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party under this Article VII, except to the extent that the rights of the indemnifying party are in fact prejudiced by such failure. If any such claim or demand shall be brought against the indemnified party and it shall have given notice thereof to the indemnifying party, the indemnifying party shall have the right, at its own expense, to control (including the selection of counsel reasonably satisfactory to the indemnified party) or to participate in the defense of, negotiate or settle, any such claim or demand, and the parties hereto agree to cooperate fully with each other in connection with any such defense, negotiation or settlement. In any event, the indemnified party shall not make any settlement of any claims which might give rise to liability on the part of the indemnifying party under this Article VII without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld. If any claim or demand relates to a matter for which the parties, under

the terms of Section 7.2, are to share liability equally or in proportion to their relative degrees of fault, each party shall be entitled to select its own counsel and defend itself against the claim at its own expense, and neither party shall make any settlement of any such claims without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(b) Subject to the provisions of Section 7.6(a), on each occasion that the indemnified party shall be entitled to indemnification or reimbursement under this Article VII, the indemnifying party shall, at each such time, promptly pay the amount of such indemnification or reimbursement. If the indemnified party shall be entitled to indemnification under this Article VII, and the indemnifying party shall not elect to control any legal proceeding in connection therewith, the indemnifying party shall pay to the indemnified party an amount equal to the indemnified party's reasonable legal fees and other costs and expenses arising as a result of such proceeding.

(c) Any dispute between the parties as to the right to indemnification or the amount to which it is entitled pursuant to such right with respect to any matter shall be submitted to arbitration pursuant to Article VIII.

Section 7.7 Tenants and Operators. Any new tenant or Operator on the Shared Use Facilities shall agree to be bound by the provisions of this Article VII unless otherwise agreed by the Railroad and the Commission. The parties will use reasonable efforts to extend the benefits of existing Amtrak indemnities to the Commission.

Section 7.8 Dollar Amount Adjustments. Each of the dollar amounts set forth in Section 7.2(b) and Section 7.3(a) above shall be adjusted annually and every three years, respectively, for changes in the Consumer Price Index, but shall not be reduced below their initial levels. As used in this Section 7.8, the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics' Consumer Price Index, All Urban Wage Earners and Clerical Workers, All Items, for the Los Angeles area (1967=100). If the base year for the Consumer Price Index is changed from 1967, the Consumer Price Index shall be converted in accordance with the conversion factor published by the United States Department of Labor's Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

ARTICLE VIII
ARBITRATION

Section 8.1 Arbitrable Matters.

(a) If any dispute arises between the Commission and the Railroad as to their respective rights and obligations under this Agreement, including failure to reach mutual agreement as to any matters set forth in this Agreement as being subject to the mutual agreement of the parties, and they cannot resolve the dispute within 30 days after it arises, then either may submit the dispute to arbitration under the Commercial Arbitration Rules of the American Arbitration Association as provided in this Article VIII. In the case of monetary disputes relating to amounts billed for the payment of operating, maintenance or capital costs and expenses under the terms of this Agreement, the party from whom a payment is allegedly owing shall make such payment notwithstanding such dispute and may submit the dispute to arbitration under this Article VIII only by seeking a refund through such arbitration.

(b) If either of the Commission or the Railroad (the "non-defaulting party") considers the other (the "defaulting party") to be in default with respect to any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of the alleged default and 30 days from the date of the notice to cure such default (unless such default is not reasonably curable within such 30 day period, in which event the defaulting party must commence to cure such default within such 30 day period and must diligently prosecute such cure). If the defaulting party fails, refuses or neglects to cure the default (or to commence cure of the default in the case of a default which is not reasonably curable within 30 days and thereafter diligently prosecute such cure) within such time to the satisfaction of the non-defaulting party, the aggrieved party shall have the right to (i) cure the default, and charge the costs and expenses thereof to the defaulting party; provided however, that in emergency situations, the non-defaulting party, immediately and in a reasonable manner, may act to cure the default or mitigate losses, or (ii) submit the matter to arbitration pursuant to the procedures set forth in this Article VIII.

(c) Arbitration in accordance with the procedures set forth in this Article VIII shall be the only available recourse for any disputes or defaults arising with respect to the respective rights and obligations of the Commission and the Railroad under this Agreement.

Section 8.2 Submission to Arbitration. The party entitled to submit any arbitrable matter to arbitration under the terms Section 8.1 (the "demanding party") shall do so by delivering written notice of its desire to submit a matter to

arbitration to the other party (the "noticed party"). Such written notice shall state the question or questions to be submitted for decision or award by arbitration.

Section 8.3 Appointment of Arbitration Board. The written notice provided pursuant to Section 8.2 also shall name the arbitrator selected by the demanding party. The noticed party shall have 20 days after receipt of said notice to select its arbitrator and provide written notice thereof to the demanding party. If the noticed party fails to select an arbitrator, such arbitrator may be appointed by the Chief Judge (or acting Chief Judge) of the United States District Court for the District of Columbia (the "Chief Judge") upon application of either party after ten days' written notice to the other party. The two arbitrators so chosen shall select a third arbitrator or, if they fail to agree on a third arbitrator, the third arbitrator may be appointed by the Chief Judge in the manner set forth above. The three arbitrators so chosen shall comprise the arbitration board.

Section 8.4 Arbitration Procedures. The arbitration board constituted pursuant to Section 8.3 shall set the date, time and place for each hearing, shall give to each of the parties at least ten days' prior written notice of the date, time and place of the initial hearing and shall proceed without delay to hear and determine the matters in dispute. The parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as the arbitration board may deem necessary to an understanding and determination of the dispute. The books and papers of the parties hereto, so far as they relate to matters submitted to arbitration, shall be open to the investigation of the arbitration board. The arbitration board or other person authorized by law to subpoena witnesses or documents may do so upon the request of any party. The award shall be made promptly by the arbitration board and, unless otherwise agreed by the parties or specified by law, no later than 30 days from the date of closing the hearing. Each of the parties hereto may be represented by counsel or other authorized representative at any hearing. The party intending to be so represented shall notify the arbitration board and the other party of the name and address of the representative at least three days prior to the date set for the hearing.

Section 8.5 Compliance with Decisions.

(a) Any award of an arbitration board made in accordance with Section 8.4 shall be final and binding upon the parties to such arbitration, and each party shall immediately make such changes in the conduct of such party's business or such payment as restitution, as the case may be, as in and by such award may be required.

(b) The parties agree that the arbitration board's award may be entered with any court having jurisdiction and the award may then be enforced as between the parties, without further evidentiary proceedings, the same as if entered by the court at the conclusion of a judicial proceeding in which no appeal was taken.

Section 8.6 Available Remedies. With respect to any decision rendered pursuant to Section 8.4 that determines that the noticed party is in default with respect to any of its obligations under this Agreement, actual damages, specific performance and the penalties set forth on Exhibit 2.2(b) attached hereto shall be the only remedies that the arbitration board has authority to grant. In no event shall the arbitration board have the authority to award exemplary or punitive damages. In addition, with respect to any dispute regarding dispatching, the arbitrators shall have the right to award dispatching responsibilities to the other party in accordance with Section 4.2(g).

Section 8.7 Costs and Expenses. Each party shall pay the compensation required and costs and expenses incurred by the member of the arbitration board selected by it or on its behalf and the fees, costs and expenses for its counsel, witnesses and exhibits. The compensation required and the costs and expenses incurred by the third member of the arbitration board shall be shared equally by the parties.

ARTICLE IX TERM

Section 9.1 Commencement and Termination. This Agreement shall become effective on the date of this Agreement and shall continue in effect for the applicable portions of the Saugus Line in perpetuity, unless and until terminated in accordance with the provisions of this Section 9.1.

If the Railroad shall not have used the Shared Use Facilities associated with the Saugus Line or any substantial contiguous portion thereof for a period of five years, then at the Commission's request, the Railroad shall promptly notify the Commission in writing and seek authority from the ICC to either abandon or transfer the Railroad's Rail Freight Service on the Saugus Line or such substantial contiguous portion thereof. Upon the approval of the ICC, the Railroad shall consent to the termination of this Agreement as to the Shared Use Facilities associated with the Saugus Line or such substantial contiguous portion thereof. In addition to the foregoing, the Railroad may at any time seek ICC approval or exemption of the Railroad's abandonment of Rail Freight Service upon any portion of the Saugus Line.

Immediately upon the effective date of any ICC approval or exemption of the Railroad's abandonment of Rail Freight Service over a portion of the Saugus Line, this Agreement shall terminate as to the abandoned portion of the Saugus Line. Upon any such termination, (i) the amounts to be paid by the Railroad to the Commission for dispatching pursuant to Section 4.2(f) shall be adjusted based upon the percentage of the route miles of the Saugus Line originally subject to this Agreement as to which this Agreement has been terminated, and the amounts paid by the Railroad to the Commission for maintenance pursuant to Section 5.3 shall be equitably adjusted based upon the provisions of Section 5.3 and the methodology of Exhibit 5.2(b).

Section 9.2 No Termination by Commission; Remedies. The Commission shall have no right to terminate this Agreement. In case of breach of this Agreement by Railroad, the Commission's sole remedies shall be (a) to seek monetary damages, or (b) to seek specific performance of the terms of this Agreement in accordance with the provisions of Article VIII. In case of breach of this Agreement by the Commission, the Railroad sole remedies shall be (a) to seek monetary damages or (b) to seek specific performance of the terms of this Agreement in accordance with the provisions of Article VIII. Each party acknowledges that specific performance of this Agreement in accordance with the provisions of Article VIII is an appropriate remedy because this Agreement cannot be terminated except as set forth in Section 9.1.

Section 9.3 Removal of Improvements. Upon any termination of the Shared Use Agreement, the Railroad shall, at its sole cost and expense, remove any improvements to such line or contiguous portion owned by the Railroad from the property of the Commission.

ARTICLE X BREACHES AND DEFAULT

Section 10.1 Costs of Enforcement. In any action to enforce this Agreement and/or any of its terms, to collect damages as a result of a breach of its provisions, or to collect any indemnity provided for herein, the prevailing party also shall be entitled to collect all its reasonable costs in such action, including the costs of investigation, settlement, expert witnesses and reasonable attorneys' fees and costs, together with all additional costs incurred in enforcing or collecting any judgment rendered.

Section 10.2 Penalties and Fines. If any failure on the part of any party to perform in accordance with this Agreement shall result in a governmental fine, penalty, cost or charge being imposed or assessed on or against the other party, such other party shall give prompt notice to the non-complying

party, and the non-performing party shall promptly reimburse, defend and indemnify the other party for such fine, penalty, cost or charge and all expenses and reasonable attorneys' fees incurred in connection therewith.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Force Majeure. Neither party shall be liable to the other in damages nor shall a default be deemed to have occurred, and each party shall be excused from performance of any of its obligations hereunder, except obligations involving the payment hereunder of money to the other party or to a third party, during the time when such non-performance is occasioned by fire, earthquake, flood, explosion, wreck, casualty, strike, unavoidable accident, riot, insurrection, civil disturbance, act of public enemy, embargo, war, act of God, inability to obtain labor, materials or supplies, or any other similar cause beyond the party's reasonable control; provided, that if either party suffers a work stoppage due to a labor dispute, such party shall make such reasonable efforts, if practicable, to staff its operations so as to minimize disruptions with the Train service on the Shared Use Facilities provided by the other party.

Section 11.2 Property Taxes.

(a) To the extent any real property taxes are payable with respect to any portion of the Right-of-Way or any Shared Use Facility by reason of the Railroad's use thereof, the Railroad shall pay such real property taxes prior to delinquency and shall protect, defend, indemnify and hold the Commission harmless from and against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees) the Commission may sustain or incur on account of any such real property taxes.

(b) To the extent that any real property taxes are payable with respect to any Shared Use Facility owned or used by the Commission by reason of its use by the Commission or its Operator or the Commission becoming a taxable entity, the Commission shall pay such real property taxes prior to delinquency and shall protect, defend, indemnify and hold the Railroad harmless from and against any and all liability, loss, cost, damage or expense (including, without limitation, reasonable attorneys' fees) the Railroad may sustain or incur on account of any in such real property taxes.

Section 11.3 Billing.

(a) Billing shall be accomplished on the basis of data contained in a billing form mutually agreed to by the parties. Such billing forms shall contain sufficient detail to permit computation of payments to be made under this Agreement. Unless

otherwise specifically provided herein, billing shall be prepared in accordance with the schedules of Customary Additives, Materials Additives, material prices and equipment rental rates as agreed upon by the Chief Accounting Officers of the parties hereto from time to time. The Railroad shall pay to the Commission at the Office of the Treasurer of the Commission or at such other location as the Commission may from time to time designate, all the compensation and charges of every name and nature which in and by this Agreement the Railroad is required to pay in lawful money of the United States within 30 days after the rendition of bills therefor. Any amounts not paid within such 30 day period shall bear interest at a rate equal to the lesser of the prime rate of Bank of America plus 2% and the maximum rate permitted by law until paid. Bills shall contain a statement of the amount due on account of the expenses incurred and services rendered during the billing period.

(b) Errors or disputed items in any bill shall not be deemed a valid excuse for delaying payment in full subject to the right to seek a refund through arbitration pursuant to Article VIII; provided, no exception to any bill shall be honored, recognized or considered if filed after the expiration of three years from the last day of the calendar month during which the bill is rendered and no bill shall be rendered later than three years (i) after the last day of the calendar month in which the expense covered thereby is incurred, or (ii) after the amount is settled and/or the liability is established if in connection with a project for which a roadway completion report is required or in the case of claims disputed as to amounts of liability. This provision shall not limit the retroactive adjustment of billing made pursuant to exception taken to original accounting by or under authority of the Interstate Commerce Commission or retroactive adjustment of wage rates and settlement of wage claims.

(c) So much of the books, accounts and records of each party hereto as are related to the subject matter of this Agreement shall at all reasonable times be open to inspection by the authorized representatives and agents of the parties hereto.

(d) Should any payment become payable by the Commission to the Railroad under this Agreement, the provisions of paragraphs (a) through (c) of this Section 11.3 shall apply with the Railroad as the billing party and the Commission as the paying party, and payments by the Commission to the Railroad shall be made at such location as the Railroad may from time to time designate.

Section 11.4 Considered Actions. All references in this Agreement to actions that may or shall be "considered" or "investigated" by both or either of the parties hereto shall not be interpreted as creating a binding obligation of either party to take such action.

Section 11.5 Preferences. Except as hereafter determined by the mutual agreement of the Commission and the Railroad, neither of them nor their respective Operators shall seek in any administrative, legislative or judicial proceeding or otherwise to obtain preferences in the use of the Shared Use Facilities in excess of those provided to it, or seek to diminish such preferences provided to the other, under Articles II and IV. Notwithstanding the provisions of Article VIII, the Commission and the Railroad shall have recourse to the courts or any governmental agency having jurisdiction in the event of a violation of this Section 11.5, and, in addition to any available remedies for damages, the remedy of specific enforcement shall be available with respect thereto.

Section 11.6 Amendment or Waiver. Modifications or amendments to the scope, terms and conditions of this Agreement may be considered annually at the request of either party. No provision of this Agreement shall be altered, amended, modified, revoked or waived except by an instrument in writing signed by the party to be charged with such alteration, amendment, modification, revocation or waiver.

Section 11.7 Headings. The article and section headings in this Agreement are for convenience only and shall not be used in its interpretation or considered part of this Agreement.

Section 11.8 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally on the party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below, or (ii) on receipt, if mailed to the party to whom notice is to be given by registered or certified mail, return receipt requested, postage prepaid and properly addressed as follows:

To the Railroad:

Southern Pacific Transportation Company
1515 Arapahoe Street
Denver, Colorado 80202
Attention: Mr. Glenn P. Michael
Vice President-Operations
Telecopy No.: 303-595-2015

and

Southern Pacific Transportation Company
One Market Plaza
San Francisco, California 94105
Attention: Cannon Y. Harvey, Esq.
Vice President and General Counsel
Telecopy No.: 415-495-5436

with a copy to:

Holme Roberts & Owen
1700 Lincoln, Suite 4100
Denver, Colorado 80203
Attention: G. Kevin Conwick, Esq.
Telecopy No.: 303-866-0200

To the Commission:

Los Angeles County Transportation Commission
818 West Seventh Street, Suite 1100
Los Angeles, California 90017
Attention: Mr. Neil Peterson,
Mr. Richard Stanger and
Mr. James Wiley
Telecopy No.: 213-236-9504

with a copy to:

Dewey Ballantine
333 South Hope Street
Los Angeles, California 90071
Attention: Alan Wayte
Telecopy No.: 213-625-0562

Section 11.9 Memorandum of Agreement. The parties shall cause a memorandum of this Agreement in the form attached hereto as Exhibit 11.9 to be recorded in the real property records of Los Angeles County, California.

Section 11.10 Superseding Agreement. This Agreement supersedes, and renders null and void, the Shared Use Agreement (Saugus and Ventura Lines) dated April 18, 1991 between the Railroad and the Commission as it applies to the Saugus Line, except with respect to obligations or other matters arising prior to the date hereof. This Agreement also supersedes, and renders null and void the following agreements, except with respect to obligations or other matters arising prior to the date hereof: (i) the Temporary Shared Use Agreement (Taylor Yard) dated October 26, 1992 between the Railroad and the Commission except for the obligations of the Commission under Section 2.5 thereof, (ii) as between the parties hereto, the Mission Tower Agreement and (iii) the East Bank Agreement to the extent that agreement relates to that portion of the Saugus Line between and including Alhambra Junction and Bridge 5.

Section 11.11 Survivability. Articles VII and VIII shall survive termination of this Agreement as to matters arising from events occurring prior to termination, and any and all obligations to make payments in respect of costs incurred at or prior to the date of termination shall survive termination of this Agreement.

Section 11.12 Interpretation. As used herein, the word "including" shall mean "including without limitation."

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on this 16th day of December, 1992.

THE RAILROAD:

SOUTHERN PACIFIC
TRANSPORTATION COMPANY,
a Delaware corporation

By: _____

Name: _____

Title: _____

[Signature]
S D STEEL
Vice-President

THE COMMISSION:

LOS ANGELES COUNTY
TRANSPORTATION COMMISSION

By: _____

Name: _____

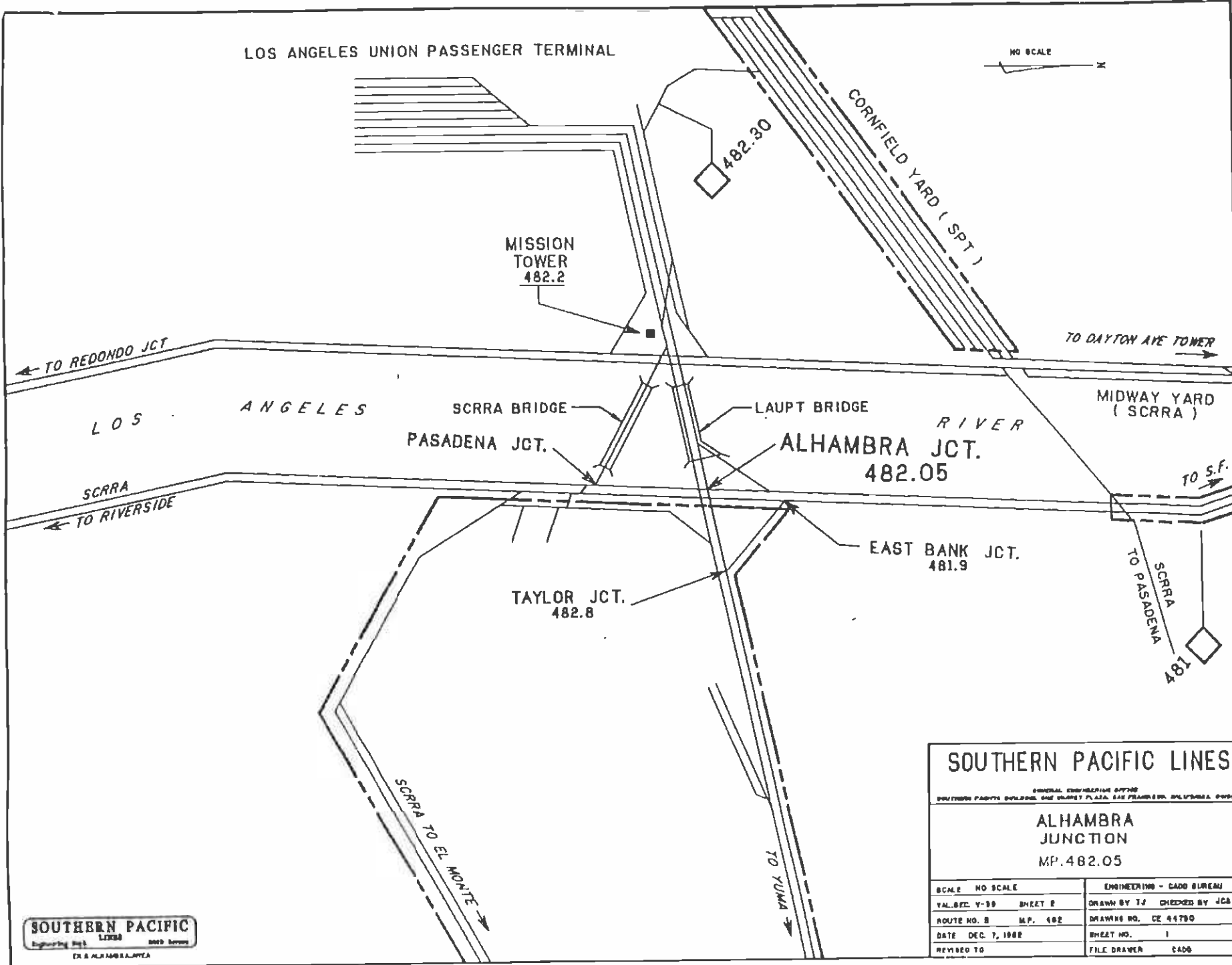
Title: _____

[Signature]
Neil Peterson
Executive Director

EXHIBIT 1.5

LOS ANGELES UNION PASSENGER TERMINAL

NO SCALE



SOUTHERN PACIFIC LINES

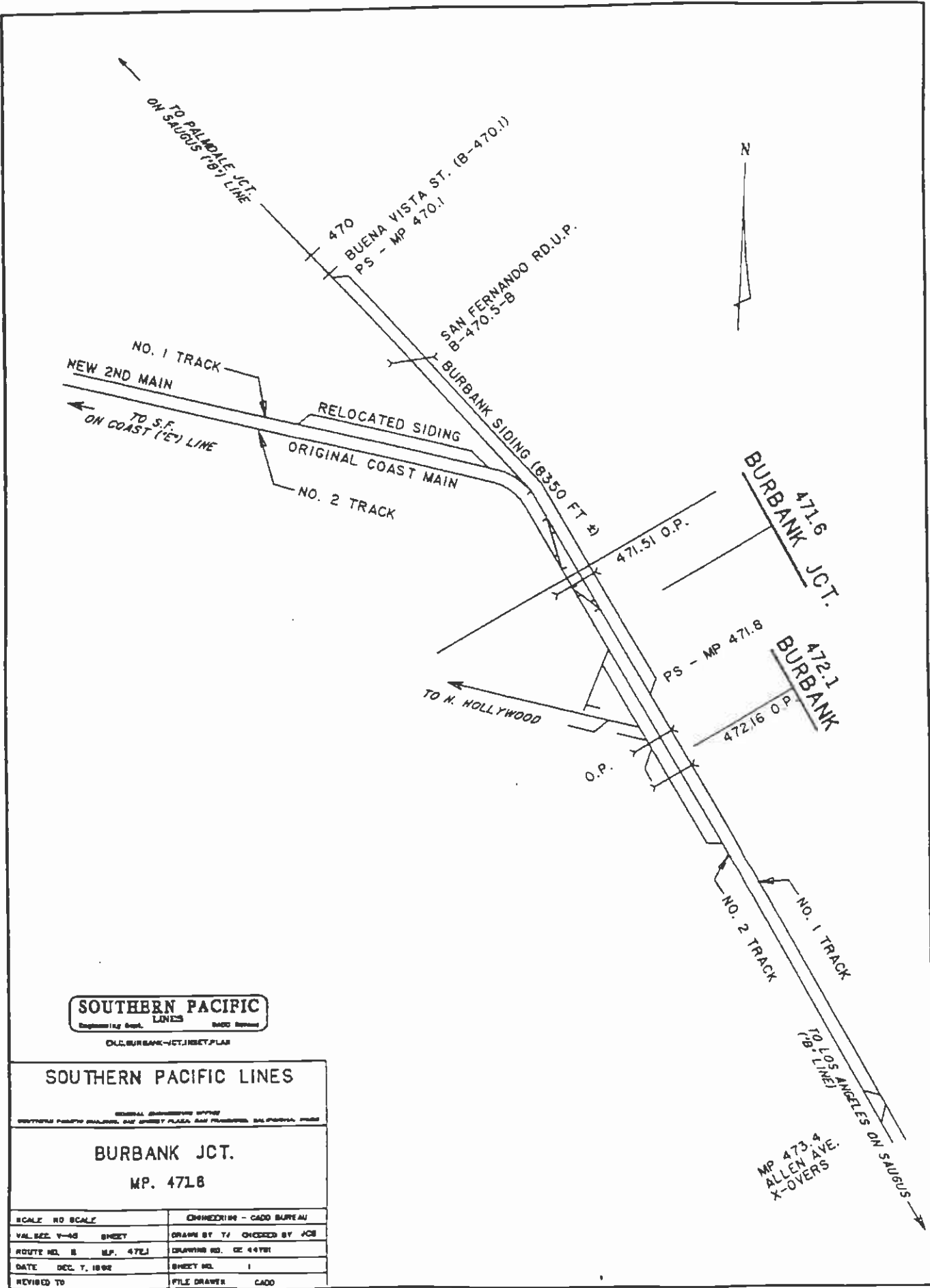
GENERAL ENGINEERING OFFICE
SOUTHERN PACIFIC RAILROAD ONE MARKET PLACE SAN FRANCISCO, CALIFORNIA 94104

ALHAMBRA JUNCTION
MP. 482.05

SCALE	NO SCALE	ENGINEERING - CADD BUREAU
VAL. SPEC. V-39	SHEET 2	DRAWN BY T.J. CHECKED BY JCA
ROUTE NO. 2	M.P. 482	DRAWING NO. CE 44780
DATE	DEC. 7, 1902	SHEET NO. 1
REVISED TO		FILE DRAWER C406

SOUTHERN PACIFIC
Engineering Dept. LITHO 5000 Series
EX. 8 ALHAMBRA AREA

EXHIBIT 1.13



SOUTHERN PACIFIC
Engineering Dept. LINES
ROAD REPORT

DLJ.BURBANK-JCT.JINSEY.PLAN

SOUTHERN PACIFIC LINES
GENERAL ENGINEERING OFFICE
SOUTHERN PACIFIC BUILDING, ONE SPRING PLACE, SAN FRANCISCO, CALIFORNIA, U.S.A.


BURBANK JCT.
 MP. 471.6

SCALE	NO SCALE	ENGINEERING - CADD BUREAU
VAL. REC.	Y-48	SHEET
ROUTE NO.	B	MP. 471.6
DATE	DEC. 7, 1932	SHEET NO. 1
REVISED TO		FILE DRAWN CADD

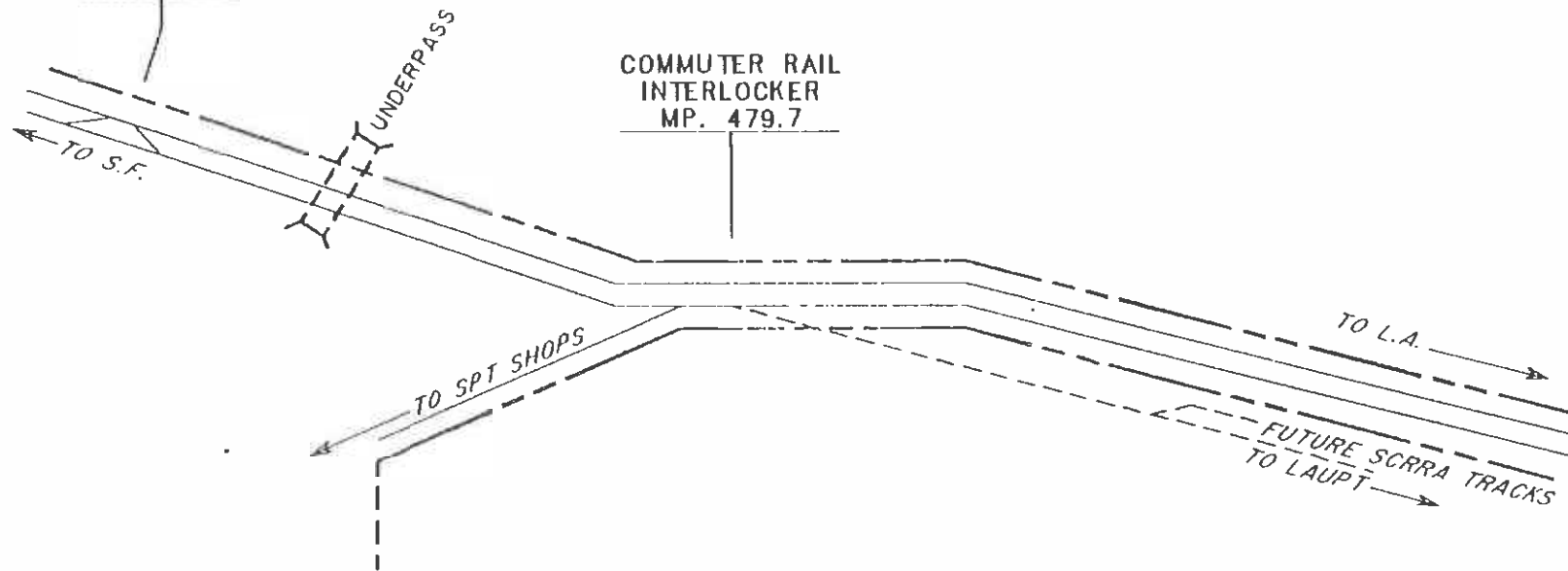
MP 473 & E. ALLEN AVE. X-OVERS

EXHIBIT 1.19

UNIVERSAL
CROSSOVER
MP. 479.3

N 
NO SCALE

COMMUTER RAIL
INTERLOCKER
MP. 479.7



SOUTHERN PACIFIC LINES

GENERAL ENGINEERING OFFICE
SOUTHERN PACIFIC DIVISION ONE MARKET PLACE, SAN FRANCISCO, CALIFORNIA, 94102

COMMUTER RAIL
INTERLOCKER
MP. 479.7

SCALE	NO SCALE	ENGINEERING - CADRE BUREAU
VAL SEC. 9-51	SHEET 9	DRAWN BY T.J. CHECKED BY JCS
ROUTE NO. B	MP 479.70	DRAWING NO. CE 44753
DATE DEC. 7, 1992		SHEET NO.
		FILE DRAWER CAGDS

SOUTHERN PACIFIC
Engineering Dept. L10000 2000 Street

ENCL 103 AMBLED 14102

EXHIBIT 1.23

RAILROAD CUSTOMARY ADDITIVES FOR THE YEAR 1989

<u>MAINT. OF WAY - AGREEMENT</u>	<u>PERCENT</u>	<u>BASE</u>	<u>AMOUNT</u>
ACTUAL LABOR (straight and overtime)		\$100.00	
VACATIONS	7.36%	\$100.00	7.36
PAID HOLIDAYS	4.30%	\$100.00	4.30
PERSONAL LEAVE DAYS	0.69%	\$100.00	0.69
PAYROLL TAXES	29.12%	\$112.35	32.72
HEALTH AND WELFARE	18.12%	\$100.00	18.12
SUPV. ADMIN. & USE OF TOOLS*	38.07%	\$100.00	<u>38.07</u>
			101.26
COMPENSATION INSURANCE	3.00%	\$100.00	3.00
PERSONAL LIABILITY AND PROPERTY DAMAGE (PL&PD)	1.00%	\$100.00	<u>1.00</u>
			105.26

* Supervision Administration and Use of Tools shall include the following:

Supervision shall mean the officers who do not charge their time to individual projects but who are directly supervising the labor being performed (i.e. Roadmasters and various supervisors).

Administration shall mean the salaries of District Engineers, Construction Engineers, etc. associated with the Engineering Department.

Use of tools shall mean the use of Railroad owned small tools (including, but not limited to, wrenches, mauls, claw bars) used but not charged for individually.

EXHIBIT 1.37

RAILROAD MATERIALS ADDITIVES FOR THE YEAR 1989

	<u>PERCENT</u>
STORE EXPENSE*	13%
FOREIGN LINE FREIGHT	6%
ON-LINE FREIGHT	\$.0375 per net ton miles
PURCHASING EXPENSE	1%
HANDLING EXPENSE**	5% FHWA
SALES AND USE TAX	(as governed by specific city and state)

* Store Expense shall be added to other track material and non-track material handled by Railroad that is not a direct vouchered item.

** Handling Expense shall be a charge for Federal Highway Administration ("FHWA") projects covering all material used on the project.

EXHIBIT 1.38

LOS ANGELES UNION PASSENGER TERMINAL

NO SCALE

482.30

MISSION TOWER 482.2

CORNFIELD YARD (SPT)

← TO REDONDO JCT

TO DAYTON AVE TOWER

LOS ANGELES

SCRR A BRIDGE

LAUPT BRIDGE

MIDWAY YARD (SCRR A)

PASADENA JCT.

ALHAMBRA JCT. 482.05

RIVER

← TO RIVERSIDE

TO S.F.

EAST BANK JCT. 481.9

TAYLOR JCT. 482.8

TO PASADENA
SCRR A
481

SCRR A TO EL MONTE

TO YUMA

SOUTHERN PACIFIC LINES

GENERAL ENGINEERING OFFICE
SOUTHERN PACIFIC BUILDING ONE MARKET PLACE SAN FRANCISCO, CALIFORNIA, U.S.A.

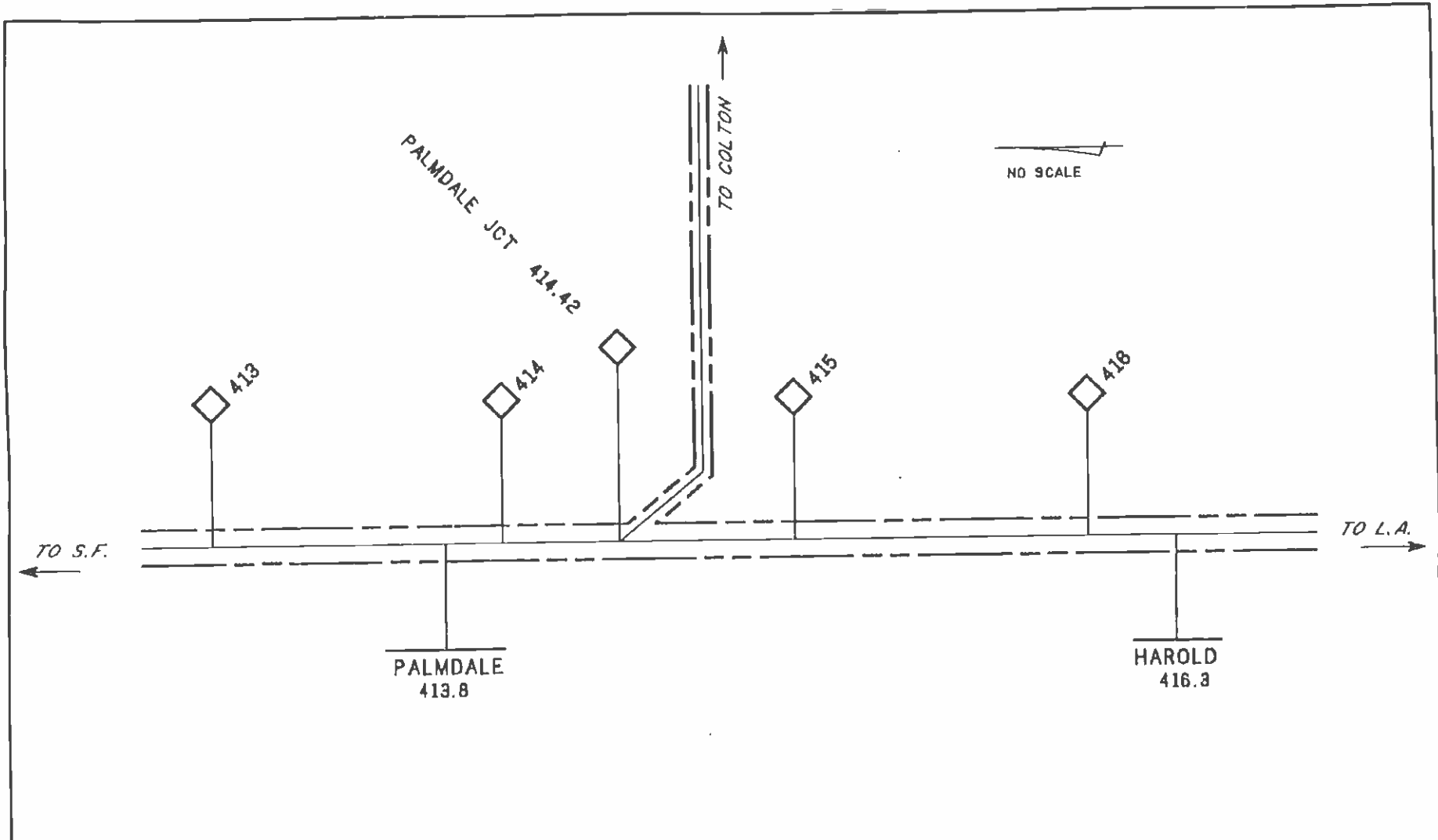
MISSION TOWER

SCALE	NO SCALE	ENGINEER	CAO BUREAU
VAL. SEC.	V-59	SHEET	2
ROUTE NO.	8	MP	482
DATE	DEC. 7, 1952	DRAWING NO.	CE 44750
REVISED TO		SHEET NO.	2
		FILE DRAWER	CAO

SOUTHERN PACIFIC
LINES
The Standard of Service

ERIC W. HAMMERS AREA

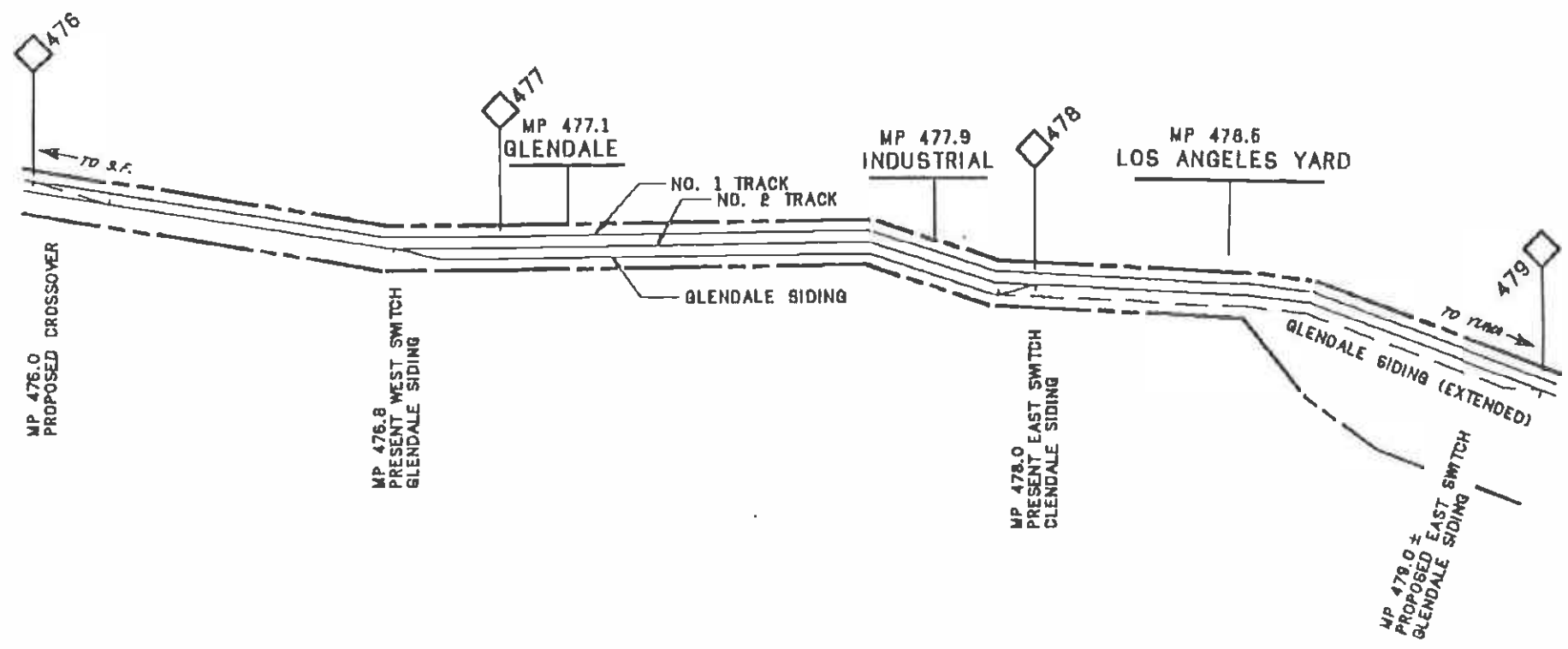
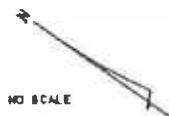
EXHIBIT 1.43



SOUTHERN PACIFIC LINES			
<small>GENERAL SUPERVISOR OFFICE SOUTHERN PACIFIC RAILROAD, ONE MARKET PLACE, SAN FRANCISCO, CALIFORNIA, 94104</small>			
PALMDALE JUNCTION			
MP. 414.42			
SCALE	NO SCALE	ENGINEERING - CADDO BUREAU	
VAL. SEC.	Y-81	SHEET 8	DRAWN BY TJ CHECKED BY JCS
ROUTE NO.	B	M.P. 414.42	DRAWING NO. CE 44748
DATE	DEC. 7, 1932		SHEET NO.
			FILE NUMBER 6400

SOUTHERN PACIFIC
RAILROAD
 Engineering Dept. 6400 Series
 E.R.C. PALMDALE AREA

EXHIBIT 1.56



SOUTHERN PACIFIC LINES			
<small>GENERAL SUPERVISOR OFFICE SOUTHERN PACIFIC RAILROAD, ONE MARKET PLACE, SAN FRANCISCO, CALIFORNIA, 94102</small>			
LOS ANGELES			
LOCATION OF GLENDALE SIDING			
SCALE	NO SCALE	ENGINEERING - CADD BUREAU	
VAL. SEC.	V-88	SHEET	1
ROUTE NO.	B	M.P.	476-479
DATE	DEC. 7, 1988		DRAWING NO. CE 44788
REVISED TO		SHEET NO.	1
		FILE DRAWER	CADD

SOUTHERN PACIFIC
Engineering Dept. L7823 6482 Bureau
 EXCLOSURE-AMULET AND

EXHIBIT 2.2 (b)

PENALTIES FOR DELAYS

The Railroad shall pay to the Commission penalties, as specified below, for each time that a freight train moving in the predominant direction of Commuter Service during a Peak Commuter Period that would not have been permitted to do so at that time but for the provisions of Section 2.2(b)(iii) is the sole and proximate cause of a delay, as indicated below, in arriving at the final destination of a scheduled Commuter Train moving in the predominant direction of Commuter Service during a Peak Commuter Period.

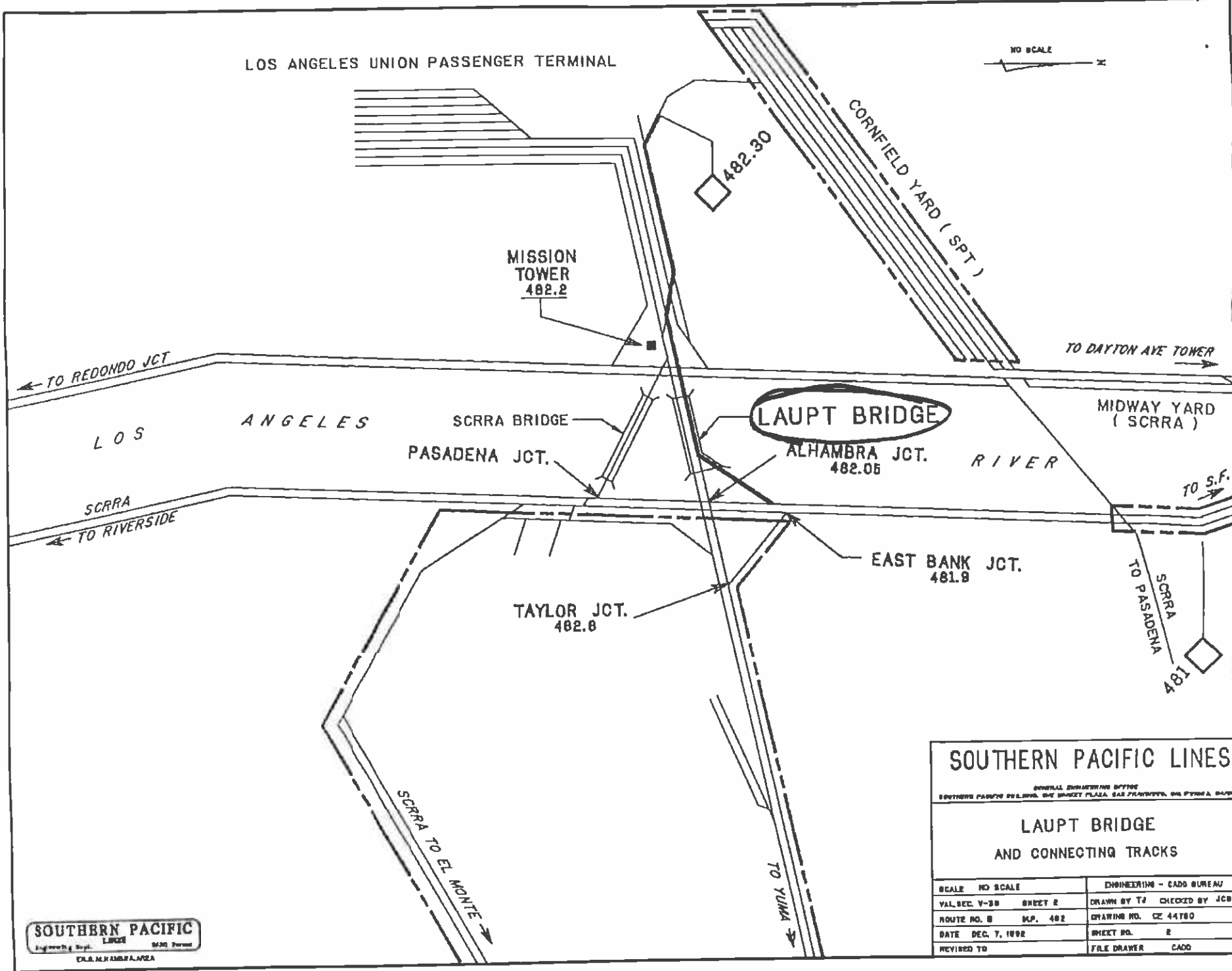
Number of Minutes of Delay
Caused Solely by Railroad's Train

<u>equal to or more than</u>	<u>but less than</u>	<u>Penalty per Late Commuter Train</u>
0	10	\$ -0-
10	15	200
15	20	400
20	25	600
25	30	800
30	any delay over 30	1,000

EXHIBIT 2.2(i)

LOS ANGELES UNION PASSENGER TERMINAL

NO SCALE



SOUTHERN PACIFIC LINES
GENERAL ENGINEERING OFFICE
 SOUTHERN PACIFIC RAILROAD, ONE MARKET PLACE, SAN FRANCISCO, CALIFORNIA, U.S.A.

**LAUPT BRIDGE
 AND CONNECTING TRACKS**

SCALE	NO SCALE	ENGINEERING - CADS BUREAU
VAL. SEC.	V-33 SHEET 2	DRAWN BY TJ CHECKED BY JCB
ROUTE NO.	S.P. 482	DRAWING NO. CE 44780
DATE	DEC. 7, 1892	SHEET NO. 2
REVISED TO		FILE DRAWER CADG

SOUTHERN PACIFIC
Engineering Dept. 1892
 SAN FRANCISCO, CALIF.

EXHIBIT 4.2 (b)



May 7, 1992

Mr. Richard Stanger
Executive Director
Southern California Regional Rail
Authority
818 West Seventh Street
Los Angeles, California 90017

RE: Relative Operating Priorities of Amtrak and
SCRRA Trains

Dear Mr. Stanger:

The purpose of this letter is to set forth the agreement of the parties concerning operating priorities and the impact on incentive/penalty performance arrangements governing Amtrak trains operated on rail lines over which SCRRA commuter trains are also operated; provided, however, that it does not govern operations of trains for the benefit of either Amtrak or SCRRA within the rail yard at Los Angeles Union Passenger Terminal ("LAUPT"), which is governed by a separate agreement between the parties.

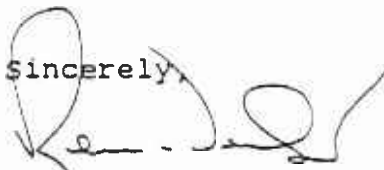
Amtrak and SCRRA agree that trains of either party operating toward LAUPT in the morning peak hours (i.e., 6:00 a.m. to 9:00 a.m.) and away from LAUPT in the afternoon peak hours (i.e., 4:30 p.m. to 7:00 p.m.) shall be given preference over trains operating in the opposite direction. When trains are operating in opposing directions in periods other than the peak hours identified in the preceding sentence and one train is operating later than its scheduled time, the train that is operating on-time shall be given preference. When trains of both parties are operating in the same direction at any time, the trains will be handled in the order presented without regard to whether they are operating on-time or late.

Amtrak agrees that it will undertake to amend the performance incentive/penalty provisions of its operating agreements with freight railroads to the extent they apply to operation of Amtrak trains on rail lines owned or formerly owned by such freight railroads that are still operated or maintained by such freight railroads. The purpose of the amendments will be to provide the freight railroad relief in measuring on-time performance for delays to Amtrak trains 1) as a result of the preference accorded pursuant to the first sentence of the preceding paragraph, 2) as a result of an Amtrak train being required to operate behind a commuter train operating in the same direction in the morning or afternoon peak hours because it was operating more

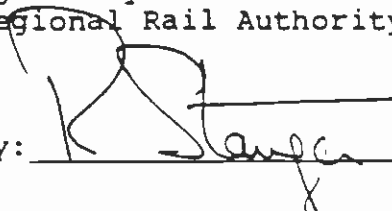
Mr. Richard Stanger
SCRRA
Page 2

than five minutes later than its scheduled time and the commuter train was operating within five minutes of its scheduled time, or 3) as a result of a commuter train being given preference pursuant to the second sentence of the preceding paragraph, but only if the Amtrak train that was operating late had not been delayed by actions of the contracting freight railroad.

If the provisions set forth above accurately describe your understanding of the agreement between Amtrak and SCRRA with respect to operating priorities and freight railroad performance arrangements, please have the extra copy of this letter signed on behalf of SCRRA in the space provided below, and return one copy to me.

Sincerely,

Robert C. VanderClute

Agreed by Southern California
Regional Rail Authority

By:  _____

Title: EXECUTIVE DIRECTOR

EXHIBIT 5.1



PACIFIC REGION TIMETABLE

1

EFFECTIVE SUNDAY, OCTOBER 25, 1992
AT 12:01 A.M.

G. P. MICHAEL
Vice President - Operations

L. L. PHIPPS
General Manager

MOJAVE DISTRICT

speed, the train must be STOPPED and sufficient hand brakes set to prevent movement. The train must not proceed until additional dynamic braking is obtained, tonnage reduced, or retainers on all cars placed in operative position. The train must not proceed except as instructed by a Manager—Crew Development and Performance or other proper authority. Refer to Rule 919 for retainer use instructions.

WESTWARD ↓		STATIONS	↑ EASTWARD	
Station Numbers	Siding Feet	Saugus Line		Mile Post
20965		BURBANK JCT .6	C	471.3
18290	8000	BRIGHTON .6	T	470.7
.....		CP BRIGHTON 2.2	C	470.1
18280		SUN VALLEY 4.5		467.9
18275	3070	PACOIMA 1.6	D	463.4
		SAN FERNANDO (Metrolink) 2.6	T	460.9
18265	6050	SYLMAR 8.6	C	459.2
18250	5040	SAUGUS 1.9		450.6
.....	SANTA CLARITA 5.6	A	448.7
18240		HUMPHREYS 4.2	B	443.1 443.0
18235	4990	LANG 9.6	S	438.8 438.6
18225	6090	RAVENNA 4.0		429.0
18215		PARIS 4.5	DT	425.0
18210		VINCENT 6.1	DTC ABS	420.5
18155		PALMDALE JCT	CTC	414.4
(56.9) (Route B)				

Lone Pine Branch

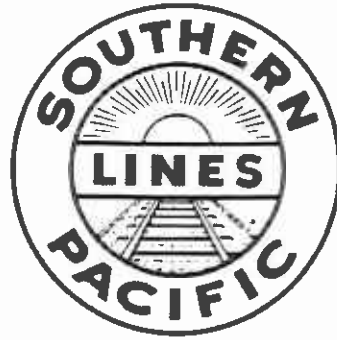
...		END OF BRANCH 3.3	Y	431.7
17955		SEARLES 25.9	TY	428.4
17935		CANTIL 21.7	D	402.5
17930		CHAFFEE 1.3	T	380.8
17900		MOJAVE	C QT	379.5 380.7
(52.2) (Route BAM)				

MAXIMUM AUTHORIZED SPEED FOR TRAINS

BETWEEN		SAUGUS LINE		ALL TRAINS	
PALMDALE JCT and BURBANK JCT					
	PSGR	FRT		PSGR	FRT
414.4 and 417.3	50	50	457.2 and 459.0	40	40
417.3 and 427.0	30	30	459.0 and 471.0	60	50
427.0 and 450.0	25	25	471.0 and 471.5	50	35
450.0 and 454.8	40	40	471.5 to No. 1 Track	50	40
454.8 and 456.3	25	25	471.5 Turnout to		
456.3 and 457.2	30	30	No. 2 Track	35	35

LONE PINE BRANCH

MOJAVE and END OF BRANCH	40
Exceptions:	
422.0 and 426.0	30
Exceptions: Westward	
422.0 and 412.9	30



SOUTHWEST REGION TIMETABLE

1

**EFFECTIVE SUNDAY, OCTOBER 25, 1992
AT 12:01 A.M.**

G. P. MICHAEL
Vice President - Operations

M. L. WELLS
General Manager

BASIN DISTRICT

WESTWARD ↓		STATIONS		↑ EASTWARD
Station Number	Siding Feet	West Line		Mile Post
...		SANTA FE INTERLOCKING	M	538.7
25000		WEST COLTON	QT	535.0
24920	6259	SOUTH FONTANA	T	529.7
24795		KAISER		527.5
24520	5914	GUASTI		523.8
24515	5621	ONTARIO		520.2
24510	6173	MONTCLAIR		517.8
24245	14706	POMONA		514.3
24215	6231	WALNUT		506.8
24205	5691	MARNE		503.5
...		MARNE X-OVERS		502.6
24000	14909	CITY OF INDUSTRY	QT	501.5
...		TWENTY-SEVEN X-OVER		501.0
23995	7029	BASSETT		497.3
23677	7238	EL MONTE		494.6
23624		ALHAMBRA		487.7
...		AURANT X-OVER	2 MT CTC	486.9
...		VALLEY BLVD X-OVERS		485.6
23500		LATC	QT	482.9
23610		TAYLOR JCT	MT	482.8
21089		MISSION TOWER	MQT	482.2
21087		EAST BANK JCT	M	481.9
21085		DAYTON AVE TOWER	MQ	480.7
....		CP METRO		479.4
....		CP TAYLOR	2MT	478.6
21000		LOS ANGELES YD	QT	478.5
....		CP FLETCHER	CTC	477.4
20985		GLENDALE		477.1
...		ALLEN AVE X-OVERS		473.4
....		BURBANK (AMTK-METRO)		472.1
....		CP OLIVE		471.9
20965		BURBANK JCT	T	471.6 462.4
		(67.4)	(Route B)	

POMONA: Clearance point East end to clearance point East end of crossover 8290 feet. Clearance point West end to West end of crossover 5710 feet.

CITY OF INDUSTRY: New siding 5240 feet. Extension 7862 feet.

CP Olive: Located on No. 1 track.

**BASIN DISTRICT
MAXIMUM AUTHORIZED SPEED FOR TRAINS**

WEST LINE					
Between SANTA FE INTERLOCKING and BURBANK JCT. via WEST LINE					
LIMITS			LIMITS		
	PSGR	FRT		PSGR	FRT
539 0 and 538 7 No 1			Mission Tower and East		
Track	30	30	Bank Jct	10	10
538 7 and 538 6 No 1			Pasadena Jct. and East		
Track (ATSF xing)	20	20	Bank Jct.	15	15
538 6 and 537 6 No 1			482.8 and 481.9	10	10
Track	50	50	481.9 and 480 6	20	20
539 0 and 538 7 No 2			Exception		
Track	30	30	Eastward 480.4 and		
538 7 and 537 6 No 2			481.0	15	15
Track	20	20	Crossovers between No. 1		
537 6 and 536 5	50	50	and No. 2 tracks at Day-		
536 5 and 532 4	60	50	ton Ave Tower		
532 4 and 495 0	60	60	MP 480 7	15	15
495 0 and 494 4	65	60	480 6 and 477 4	40	40
494 4 (Bridge)	40	40	477 4 and 471 5	50	40
494 4 and 491 3	65	60	473 2 Through X-over	25	25
491 3* and 489 9*	30	30	To Saugus Line		
489 9 and 485 8	50	50	Via No. 1 Trk.	50	40
485 8 and 484 0 No. 1			Via No. 2 Trk	35	35
Track	30	30	To Coast Line	35	35
484 0 and 482 8 No. 1					
Track	20	20			
485 8 and 483 0 No 2					
Track	20	20			
483 0 and 482 8 No. 2					
Track	10	10			
Taylor Jct. and Pasadena					
Jct.	10	10			
Taylor Jct. or East Bank Jct.					
and Mission Tower	15	15			

WEST COLTON:

Balloon Track and both legs of wye 15

Maximum Authorized Speed Exceptions:

Light engines with less than 12 axles must not exceed 45 MPH between: MP 483.0 and MP 525.0 on West Line.

"Key" trains must not exceed 30 MPH between:

West Line Burbank Jct, MP 462.4 and Walnut, MP 505.0.
Pomona, MP 512.0 and MP 516.0.
South Fontana, MP 530.0 and West Colton, MP 535.7.

Loaded unit steel slab train must not exceed 30 MPH

No. 2 Track (Rule 94 Territory) —

MP 482.8 and MP 485.5) Restricted Speed
Eastward (via No. 1 Track) MP 473.4 and MP 479.4
(Against Current of Traffic) 20
Westward (via No. 2 Track) MP 479.4 and MP 473.4
(Against Current of Traffic) 20

*Rule 10(E) At these locations, speed may be increased as soon as lead engine has passed increase speed sign.

EXHIBIT 5.2 (b)

COST BREAKDOWN OF AGREED ANNUAL SHARE

**I. Saugus-Ventura Shared Use Agreement
(existing agreement)**

(1) Saugus (MP 449.4) to Commuter Rail Interlocker (C.R.I.) (MP 479.71)	= 30.31 miles
(2) Second Main-Burbank Jct. to C.R.I. 8.21 miles equated to	= <u>6.81 miles</u>
(1)+(2) Saugus (MP 449.4) to C.R.I. (MP 479.4)	= 37.12 miles
(3) Moorpark (MP 426.4) to Burbank Jct. (MP 462.45)	= 36.05 miles
Total (1)+(2)+(3)	= 73.17 miles

% of mileage on Saugus Line	= 50.73%
% of mileage on Ventura Line	= 49.27%

As Stated in Agreement:

Car Mile Component (CMC)	= 976,950
Route-Mile Component (RMC)	= 275,550
Agreed Annual Share (AAS)	= 1,252,500

Adjusted Agreed Annual Share for Corrected Mileage:

	<u>Ventura Line</u>	<u>Saugus Line</u>	<u>Total</u>
CMC	485,028	499,401	984,429
RMC	<u>136,813</u>	<u>140,867</u>	<u>277,680</u>
AAS	621,841	640,268	1,262,109

Cost/Mile

CMC	13,455	13,454
RMC	<u>3,795</u>	<u>3,795</u>

Total

Cost/Mile	17,250	17,249
-----------	--------	--------

Cost per Mile = 17,249

Additional Mileage on Saugus Line
Saucus to Santa Clarita

Saugus (MP 449.4)
to
Santa Clarita (MP 448.55) = 0.85 mile
Original Mileage = 37.12 miles
New Mileage = 37.97 miles

New Saugus Line AAS
Santa Clarita (MP 448.55)
to
C.R.I. (MP 479.71)

CMC 13,454 X 37.97 = 510,848
RMC 3,795 X 37.97 = 144,096
New Total AAS for Saugus Line = 654,944

II. Maintenance Cost for New Agreements

A. Saugus Line

1. a. Santa Clarita (MP 448.55)
to
Palmdale Jct. (MP 414.42) = 34.13
b. Double Track at Vincent
MP 419.98 to MP 421.33 = 1.35
Equated Mileage - 1.35 X .83 = 1.12
Mileage Santa Clarita to
Palmdale Jct. = 35.25 miles

Increased because of curvature:

1. Saugus - Ventura Agreement
Average Curvature - 0.35 degree
Area Maintenance Factor - 1.05
2. Santa Clarita - Palmdale Jct.
Average Curvature - 2.20 degrees
Area Maintenance Factor - 1.30
3. Relative Maintenance Factor - 1.30 1.24
1.05

II. Maintenance Cost for New Agreements (continued)

c.	Maintenance Cost Santa Clarita-Palmdale Jct.			
	CMC	13,454 X 35.25 X 1.24	=	588,074
	RMC	3,795 X 35.25	=	<u>133,774</u>

	Agreed Annual Share (AAS)			
	from Santa Clarita-Palmdale Jct.	=		721,848

2.	a.	C.R.I. (MP 479.72)		
		to		
		Alhambra Jct (MP 482.05)	=	2.33

	b.	Second Main Track		
		Equated Mileage 2.33 X 0.83	=	<u>1.93</u>
				4.26

c.	Maintenance Cost - C.R.I.-Alhambra Jct.			
	CMC	13,454 X 4.26	=	57,314
	RMC	3,795 X 4.26	=	<u>16,167</u>

	Agreed Annual Share			
	from C.R.I - Alhambra Jct.	=		73,481

B. Ventura Line

CMC	485,028
RMC	<u>136,813</u>
AAS	621,841

III. Summary

A. Maintenance Cost - Santa Clarita-Alhambra Jct.

	<u>CMC</u>	<u>RMC</u>	<u>AAS</u>
1. Santa Clarita-C.R.I.	510,848	144,096	654,944
C.R.I.-Alhambra Jct.	<u>57,314</u>	<u>16,167</u>	<u>73,481</u>
Total Santa Clarita-Alhambra Jct.	568,162	160,263	728,425

2. Cost Per Mile:

CMC = 13,454/mile
RMC = 3,795/mile

Total Cost Per Mile 17,249/mile

B. Maintenance Cost - Palmdale-Santa Clarita

1. CRC = 588,074
RMC = 133,774

Total Palmdale-Santa Clarita = 721,848

2. Cost Per Mile:

CMC = 13,454 x 1.24 = 16,683/mile
RMC = 3,795 = 3,795/mile

Total Cost Per Mile = 20,478/mile

EXHIBIT 11.9

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

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

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

MEMORANDUM OF SHARED USE AGREEMENT (SAUGUS LINE)
(LOS ANGELES COUNTY)

THIS MEMORANDUM OF SHARED USE AGREEMENT (SAUGUS LINE) (this "Memorandum"), dated as of December __, 1992, is entered into by SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation (the "Railroad") and LOS ANGELES COUNTY TRANSPORTATION COMMISSION (the "Commission"), with reference to the following facts:

A. During the past two years, the Commission has acquired from the Railroad, and from the Union Pacific Railroad Company, certain real property and real property rights making up a contiguous rail right-of-way from and including the Alhambra Junction (as defined below) north to and including the Palmdale Junction (as defined below) (the "Right of Way"), located in Los Angeles County, California and more particularly described in Exhibit A attached hereto. As used herein, the term "Alhambra Junction" means the junction located at milepost 482.05, at the intersection of the Railroad's Alhambra line and the Commission's East Bank line, including all Crossovers at present and future locations in the vicinity thereof; and the term "Palmdale Junction" means the clear point of the junction switch located at milepost 414.42.

B. The Railroad owns an easement and trackage rights on and over the Saugus Line (as defined below) to provide Rail Freight Service, as set forth in the Shared Use Agreement (Saugus Line), dated of even date herewith, between the Railroad and the Commission (the "Agreement"). As used herein, the term "Saugus Line" means all existing main line Tracks, Crossovers, passing sidings, bridges and signal systems between and including Alhambra Junction and Palmdale Junction (excluding the Glendale

Siding), as well as the LAUPT Bridge and future main line Tracks, Crossovers and passing sidings constructed over the term of the Agreement pursuant to Sections 2.3, 2.4, 2.5 and 2.7 thereof. Capitalized terms used herein without definition shall have the meanings given to such terms in the Agreement.

C. Pursuant to the Agreement, the Railroad and the Commission agreed, subject to the terms and conditions set forth therein, to share the use of all existing Saugus Line railroad tracks and related improvements and all other Saugus Line railroad tracks and related improvements constructed pursuant to the Agreement (except in each case (i) passenger stations, passenger loading platforms and layover facilities to be constructed by the Commission, (ii) the yards and the industrial, switching and storage tracks identified in the Agreement, and (iii) the Glendale Siding) and to share the use of the LAUPT Bridge and connecting Tracks (collectively, the "Shared Use Facilities"). Pursuant to the Agreement, the Railroad and the Commission also agreed as to certain maintenance and repair obligations regarding the Shared Use Facilities and other improvements located in the Right of Way.

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

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

2. Pursuant to and as more fully set forth in the Agreement, the Railroad and the Commission shall each have the right to use all the Shared Use Facilities, subject to the terms and conditions contained in the Agreement. The Railroad and the Commission shall share the costs of maintenance and repair of the Shared Use Facilities, and any liability that may be incurred in connection with the Shared Use Facilities, in accordance with the provisions of the Agreement.

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

(a) The Commission shall own all Shared Use Facilities existing on the date of execution of the Agreement.

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

(c) The Commission shall own the future improvements located on the Right of Way that are constructed or installed at the Commission's sole cost and expense.

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

4. Nothing in the Agreement shall be construed as granting or reserving to the Railroad any interest or right in the Right of Way other than the rights expressly provided in the Agreement, and the Commission reserves the right to use the Right of Way for any purpose other than providing freight service, provided that such use does not interfere with the Railroad's ability to provide service-competitive Rail Freight Service (the Commission reserves, however, the right to use the Right of Way for the operation of Commission Non-Revenue Equipment).

5. The Agreement supersedes, and renders null and void, the Shared Use Agreement (Saugus and Ventura Lines), dated April 18, 1991, among the Railroad, the Commission and Ventura County Transportation Commission (a memorandum of which was recorded in the Official Records of the County of Los Angeles, California on June 14, 1991, at Document Number 91-897516) to the extent it applies to the Saugus Line, except with respect to obligations or other matters arising prior to the date of the Agreement that state that they survive the termination thereof.

6. As more fully set forth in the Agreement, the Railroad has a "right of first offer" to purchase all or any portion of the Right of Way located within 25 feet of any Track which constitutes a Shared Use Facility if the Commission proposes to sell such property to any person other than a financially and operationally capable governmental agency.

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

THE RAILROAD:

SOUTHERN PACIFIC
TRANSPORTATION COMPANY,
a Delaware corporation

By: _____
Title: _____

THE COMMISSION:

LOS ANGELES COUNTY
TRANSPORTATION
COMMISSION

By: _____
Title: _____

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

On December __, 1992, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed this instrument, acknowledged to me to be the _____ of SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, the corporation that executed the foregoing instrument, further acknowledged to me to be the person who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

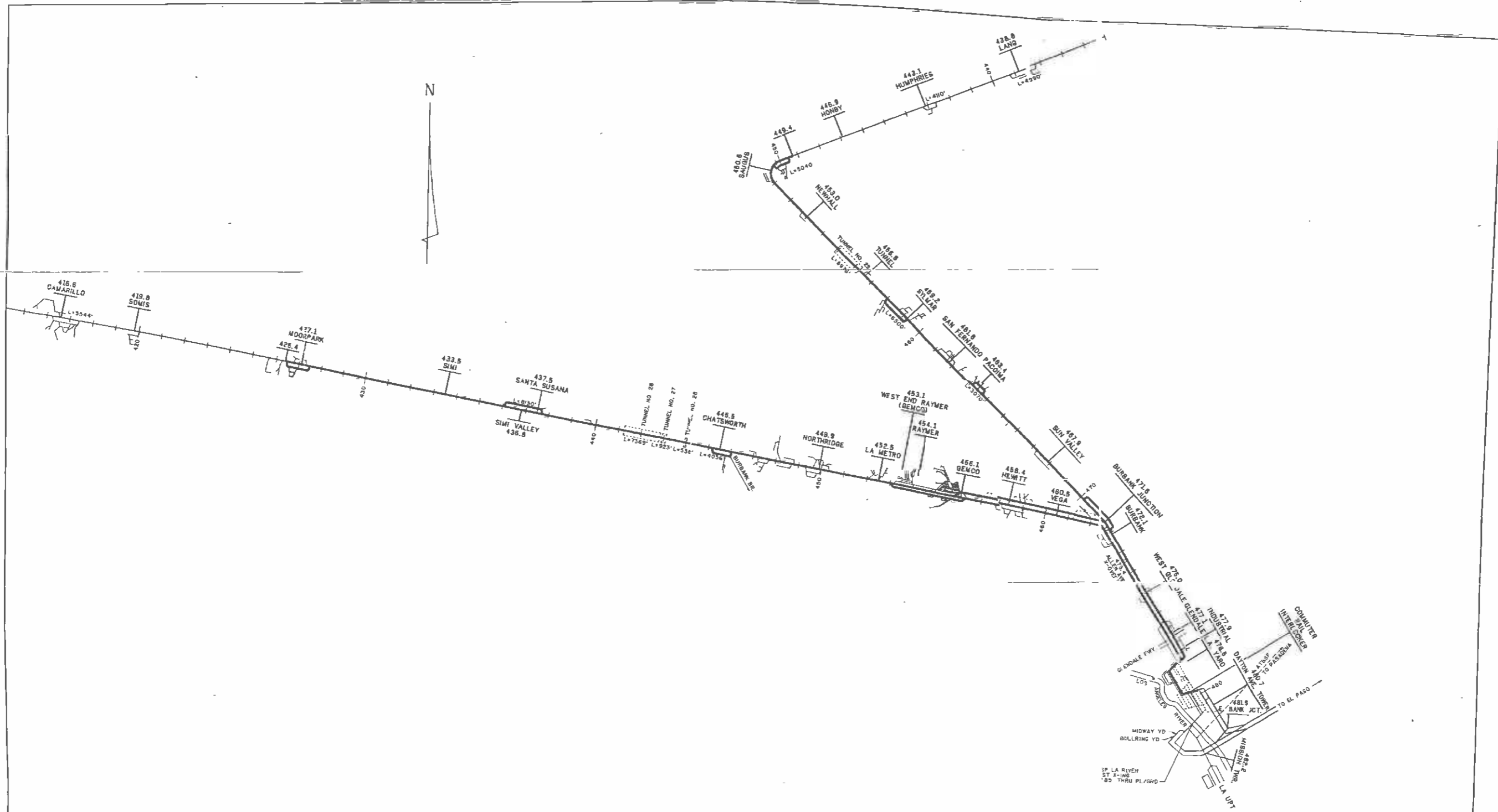
Notary Public

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

On December __, 1992, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed this instrument, acknowledged to me to be the _____ of LOS ANGELES COUNTY TRANSPORTATION COMMISSION, a county transportation commission existing under the authority of §130500 et seq. of the California Public Utilities Code, the county transportation commission that executed the foregoing instrument, further acknowledged to me to be the person who executed said instrument on behalf of said county transportation commission, and acknowledged to me that such county transportation commission executed the same.

WITNESS my hand and official seal.

Notary Public



SCHEDULE 1 D

LEGEND

—— SHARED USE TRACKS

- - - - TRACKS NOT INCLUDED IN SHARED AGREEMENT



SP Southern Pacific
 Transportation Company
 Engineering - CADD Bureau

EN C.LOS-ANGELES LACTC-COMMUTE.PLAN2

REVISIONS	
DATE	DESCRIPTION
2/75	1 STORAGE TRACKS
3/74	2 CORRECT TRACK LAYOUT AT GEMCO & L.A. YARD
4/75	3 ADD JT USE SIDINGS

**SOUTHERN PACIFIC
 TRANSPORTATION COMPANY**

GENERAL ENGINEERING OFFICE
 SOUTHERN PACIFIC BUILDING, ONE MARKET PLAZA, SAN FRANCISCO, CALIFORNIA 94104

**LACTC
 SHARED USE TRACKS**

SCALE AS SHOWN	ENGINEERING
VAL SEC. SHEET	DRAWN BY WGC CHECKED BY MRC
ROUTE NO. M.P.	DRAWING NO. CE44556
DATE JANUARY 30, 1979	SHEET NO. 2
REVISED TO	FILE DRAWER

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RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

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

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

1992
31 MIN. 10 PAST. 10 A.M. DEC 18 1992

FREE 71M

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

MEMORANDUM OF SHARED USE AGREEMENT (SAUGUS LINE)
(LOS ANGELES COUNTY)

THIS MEMORANDUM OF SHARED USE AGREEMENT (SAUGUS LINE) (this "Memorandum"), dated as of December 16, 1992, is entered into by SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation (the "Railroad") and LOS ANGELES COUNTY TRANSPORTATION COMMISSION (the "Commission"), with reference to the following facts:

A. During the past two years, the Commission has acquired from the Railroad, and from the Union Pacific Railroad Company, certain real property and real property rights making up a contiguous rail right-of-way from and including the Alhambra Junction (as defined below) north to and including the Palmdale Junction (as defined below) (the "Right of Way"), located in Los Angeles County, California and more particularly described in Exhibit A attached hereto. As used herein, the term "Alhambra Junction" means the junction located at milepost 482.05, at the intersection of the Railroad's Alhambra line and the Commission's East Bank line, including all Crossovers at present and future locations in the vicinity thereof; and the term "Palmdale Junction" means the clear point of the junction switch located at milepost 414.42.

B. The Railroad owns an easement and trackage rights on and over the Saugus Line (as defined below) to provide Rail Freight Service, as set forth in the Shared Use Agreement (Saugus Line), dated of even date herewith, between the Railroad and the Commission (the "Agreement"). As used herein, the term "Saugus Line" means all existing main line Tracks, Crossovers, passing sidings, bridges and signal systems between and including Alhambra Junction and Palmdale Junction (excluding the Glendale

Siding), as well as the LAUPT Bridge and future main line Tracks, Crossovers and passing sidings constructed over the term of the Agreement pursuant to Sections 2.3, 2.4, 2.5 and 2.7 thereof. Capitalized terms used herein without definition shall have the meanings given to such terms in the Agreement.

C. Pursuant to the Agreement, the Railroad and the Commission agreed, subject to the terms and conditions set forth therein, to share the use of all existing Saugus Line railroad tracks and related improvements and all other Saugus Line railroad tracks and related improvements constructed pursuant to the Agreement (except in each case (i) passenger stations, passenger loading platforms and layover facilities to be constructed by the Commission, (ii) the yards and the industrial, switching and storage tracks identified in the Agreement, and (iii) the Glendale Siding) and to share the use of the LAUPT Bridge and connecting Tracks (collectively, the "Shared Use Facilities"). Pursuant to the Agreement, the Railroad and the Commission also agreed as to certain maintenance and repair obligations regarding the Shared Use Facilities and other improvements located in the Right of Way.

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

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

2. Pursuant to and as more fully set forth in the Agreement, the Railroad and the Commission shall each have the right to use all the Shared Use Facilities, subject to the terms and conditions contained in the Agreement. The Railroad and the Commission shall share the costs of maintenance and repair of the Shared Use Facilities, and any liability that may be incurred in connection with the Shared Use Facilities, in accordance with the provisions of the Agreement.

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

(a) The Commission shall own all Shared Use Facilities existing on the date of execution of the Agreement.

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

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(c) The Commission shall own the future improvements located on the Right of Way that are constructed or installed at the Commission's sole cost and expense.

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

4. Nothing in the Agreement shall be construed as granting or reserving to the Railroad any interest or right in the Right of Way other than the rights expressly provided in the Agreement, and the Commission reserves the right to use the Right of Way for any purpose other than providing freight service, provided that such use does not interfere with the Railroad's ability to provide service-competitive Rail Freight Service (the Commission reserves, however, the right to use the Right of Way for the operation of Commission Non-Revenue Equipment).

5. The Agreement supersedes, and renders null and void, the Shared Use Agreement (Saugus and Ventura Lines), dated April 18, 1991, among the Railroad, the Commission and Ventura County Transportation Commission (a memorandum of which was recorded in the Official Records of the County of Los Angeles, California on June 14, 1991, at Document Number 91-897516) to the extent it applies to the Saugus Line, except with respect to obligations or other matters arising prior to the date of the Agreement that state that they survive the termination thereof.

6. As more fully set forth in the Agreement, the Railroad has a "right of first offer" to purchase all or any portion of the Right of Way located within 25 feet of any Track which constitutes a Shared Use Facility if the Commission proposes to sell such property to any person other than a financially and operationally capable governmental agency.

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

THE RAILROAD:

THE COMMISSION:

SOUTHERN PACIFIC
TRANSPORTATION COMPANY,
a Delaware corporation

LOS ANGELES COUNTY
TRANSPORTATION
COMMISSION

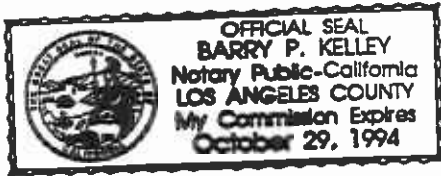
By: [Signature]
Title: Vice President

By: [Signature]
Title: EXECUTIVE DIRECTOR

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

On December 16, 1992, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared S. DAVID STEEL, proved to me on the basis of satisfactory evidence to be the person who executed this instrument, acknowledged to me to be the VICE PRESIDENT of SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, the corporation that executed the foregoing instrument, further acknowledged to me to be the person who executed said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

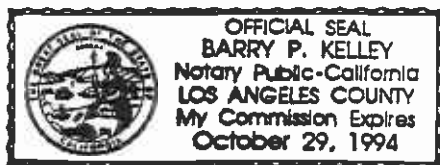


Barry P. Kelley
Notary Public

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

On December 17, 1992, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared NEIL PETERSON, proved to me on the basis of satisfactory evidence to be the person who executed this instrument, acknowledged to me to be the EXECUTIVE DIRECTOR of LOS ANGELES COUNTY TRANSPORTATION COMMISSION, a county transportation commission existing under the authority of §130500 et seq. of the California Public Utilities Code, the county transportation commission that executed the foregoing instrument, further acknowledged to me to be the person who executed said instrument on behalf of said county transportation commission, and acknowledged to me that such county transportation commission executed the same.

WITNESS my hand and official seal.



Barry P. Kelley
Notary Public

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Act of Congress

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10/15/92
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Exhibit "A"

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

Parcel 1 (V-51/6-9, Various Parcels)

A strip of land, 40 feet in width, being that portion of the Congressional Grant right-of-way, dated March 3, 1871, as said right of way is shown on map entitled "DD - Map and Profile of Section No. Four of the Southern Pacific Railroad and Telegraph Line," filed March 6, 1877, with the Secretary of the Interior of the United States of America, lying 20 feet on each side of the following described center line:

Beginning at the point of intersection of a line parallel with and distant 30 feet westerly, measured at right angles, from the center line of the main track of the Southern Pacific Transportation Company (Lancaster to Saugus) with a line perpendicular to said center line of main track at Engineer's Station 16490+89 (Station of Lancaster - M.P. 405.5), located in the northeast quarter of Section 15, Township 7 North, Range 12 West, San Bernardino Base and Meridian; thence southerly, along said parallel line, through the east half of Section 15, 22 and 27, the northeast quarter of the northeast quarter of Section 34 and the west half of the west half of Section 35 of said Township and Range; thence continuing southerly, along said parallel line, through the west half of Section 2 and 11, the east half of the west half and the southwest quarter of the southeast quarter of Section 14, the northeast quarter of the northwest quarter and the west half of the east half of Section

23, the east half of Section 26 and the northeast quarter of Section 35, Township 6 North, Range 12 West, San Bernardino Base and Meridian, a distance of 48,605 feet to a point in the south line of said northeast quarter of Section 35, said south line crosses said center line of main track at Engineer's Station 16976+94 (near the Station of Palmdale - M.P. 414.72).

The side lines of said 40 foot wide strip of land terminate in said line perpendicular to said center line of main track at Engineer's Station 16490+89 and in said south line of the northeast quarter of Section 35, Township 6 North, Range 12 West, San Bernardino Base and Meridian

Parcel 2 (V-51/9-11, Various Parcels)

A strip of land, 200 feet wide, being that portion of the Congressional Grant right-of-way dated March 3, 1871, lying equally 100 feet on each side of the original located center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "DD - Map and Profile of Section No. Four of the Southern Pacific Railroad and Telegraph Line," filed March 6, 1877, with the Secretary of the Interior of the United States of America, said center line is more particularly described as follows:

Beginning at the point of intersection of the north line of the southeast quarter of Section 35, Township 6 North, Range 12 West, S.S.B. & M. with said center line at Engineer's Station 16976+94 (M.P. 414.72) near the Station of Palmdale; thence southerly, following the tangents and curvatures of said center line, through the following Sections, Townships and Ranges: Southeast quarter of said Section 35, Township 6 North, Range 12 West, San Bernardino Base and Meridian, northeast quarter of Section 3, Section 2, Section 11, southwest quarter of Section 12, northwest quarter of Section 13, Section 14, northwest quarter of Section 23, east half of Section 22, north half of Section 27, Section 28, northwest

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quarter of Section 33, north half of Section 32, and Section 31, Township 5 North, Range 12 West, S.B.B. & M., to a point at Engineer's Station 17505+13.2, of said center line, in the southeast quarter of said Section 31.

The side lines of said 200 foot wide strip of land terminate in said north line of the southeast quarter of Section 35 and in a line drawn at right angles to and passing through said center line at Engineer's Station 17505+13.2.

EXCEPTING therefrom those portions of the 200 foot wide strip of land, situated in the southeast quarter of Section 35, Township 6 North, Range 12 West, San Bernardino Base and Meridian included within the lands described in deed dated October 6, 1884, from Southern Pacific Railroad Company and Trustees to James B. Randol, recorded October 11, 1884, in Book 129 of Deeds, Page 252, Records of said County.

Also EXCEPTING therefrom that portion of the 200 foot wide strip of land situated in the northeast quarter of Section 3, Township 5 North, Range 12 West, San Bernardino Base and Meridian, lying northeasterly, from a line concentric with and distant 50 feet northeasterly measured radially from said original located center line of the Southern Pacific Railroad Company, as said center line is shown on said map.

Also EXCEPTING therefrom that portion of the 200 foot wide strip of land situated in the northeast quarter of Section 3, Township 5 North, Range 12 West, San Bernardino Base and Meridian, lying southwesterly, from a line concentric and parallel with and distant 50 feet southwesterly, measured radially and at right angles from said original located center line of the Southern Pacific Railroad Company, as said center line is shown on said map.

Also EXCEPTING therefrom those portions of the 200 foot wide strip of land situated in the northwest quarter of Section 33, Township 5 North, Range 12 West, San Bernardino Base and Meridian included within the land described in deed dated March 2,

1896, from Southern Pacific Railroad Company and Trustees to Daniel A. Wagner, recorded March 7, 1896, in Book 1086 of Deeds, Page 6, Records of said County.

Parcel 3 (Harold Station Ground, formerly Alpine, V-51/9 Portion of Parcel 1)

A strip of land, 300 feet wide, situated in Section 2, Township 5 North, Range 12 West, San Bernardino Base and Meridian, being that portion of the Congressional Grant right-of-way dated March 3, 1871, lying equally 150 feet on each side of the original located center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "DD - Map and Profile of Section No. Four of the Southern Pacific Railroad and Telegraph Line" filed March 6, 1877, with the Secretary of the Interior of the United States of America, said center line is more particularly described as follows:

Beginning at Engineer's Station 17039+20 of said center line; thence southeasterly a distance of 3280 feet to Engineer's Station 17072+00.

The side lines of said 300 foot wide strip of land terminate in lines drawn at right angles to and passing through said center line at Engineer's Stations 17039+20 and 17272+00.

EXCEPTING therefrom that portion included within said above described Parcel 1.

Also EXCEPTING therefrom all of the land described in that certain indenture dated November 28, 1951, from Southern Pacific Railroad Company and Southern Pacific Company to State of California, recorded May 26, 1952, in Book 39014, Page 440, Official Records of said County.

Parcel 4 (V-51/11-15, Various Parcels)

Those certain strips of land, 200 feet wide, being portions of the Congressional Grant right-of-way dated March 3, 1871 and March 3 1875, included within a strip of land 200 feet wide, lying equally 100 feet on each side of the relocated center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "Map showing the relocated route of the Southern Pacific Railroad through the Canyon of the Santa Clara River in Los Angeles County", filed June 18, 1890, and approved July 15, 1890, by the Secretary of the Interior of the United States of America, situated through the following Sections, Townships and Ranges:

- a) Section 31, Township 5 North, Range 12 West, San Bernardino Base and Meridian, extending from a line drawn at right angles to and passing through said relocated center line of the Southern Pacific Railroad Company at the Initial Point thereof at Engineer's Station 17505+13.2 in the southeast quarter of said Section 31, southwesterly and westerly to the west line of said Section 31.
- b) West half of Section 1, northwest quarter of Section 12 and north half of Section 11, Township 4 North, Range 13 West, San Bernardino Base and Meridian, extending from the north line of said Section 1, southerly and southwesterly to the south line of said north half of Section 11.

EXCEPTING therefrom that portion included in the land described in deed dated September 22, 1910 from Acton Rock Company to the Southern Pacific Railroad Company, recorded September 28, 1910, in Book 4309 of Deeds, Page 112, Records of said County.

Also EXCEPTING therefrom those portions of the 200 foot wide strip of land situated in the northwest quarter of Section 1, Township 4 North, Range 13 West, San Bernardino Base and Meridian, included within the lands described in deed dated June 27,

1890 from Southern Pacific Railroad Company and Trustees to A.M. Benham and S.D. Savage, recorded July 9, 1890, in Book 668 of Deeds, Page 86, Records of said County.

Also EXCEPTING therefrom a 50 foot wide strip of land being that portion of said 200 foot wide strip of land situated in the northwest quarter of Section 1, Township 4 North, Range 13 West, San Bernardino Base and Meridian, lying westerly of a line parallel with and distant 50 feet westerly, measured at right angles, from said relocated center line of the Southern Pacific Railroad Company.

The side lines of said 50 foot wide strip of land terminate southerly in the northerly line of land described in deed dated September 22, 1910 from Acton Rock Company to the Southern Pacific Railroad Company, recorded September 28, 1910, in Book 4309 of Deeds, Page 112, Records of said County, said northerly line being at right angles to said center line at Engineer's Station 17600+00 and northerly in a line drawn at right angles to said center line at Engineer's Station 17585+00.

Also EXCEPTING therefrom a 50 foot wide strip of land being that portion of said 200 foot wide strip of land situated in the northwest quarter of Section 1, Township 4 North, Range 13 West, San Bernardino Base and Meridian, lying easterly of a line parallel with and distant 50 feet easterly, measured at right angles, from said relocated center line of the Southern Pacific Railroad Company.

The side lines of said 50 foot wide strip of land terminate southerly in the easterly prolongation of the northerly line of land described in deed dated September 22, 1910 from Acton Rock Company to the Southern Pacific Railroad Company, recorded September 28, 1910, in Book 4309 of Deeds, Page 112, Records of said County, said northerly line being at right angles to said center line at Engineer's Station 17600+00 and northerly in a line drawn at right angles to said center line at Engineer's Station 17585+00.

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c) Southeast quarter of the southwest quarter of Section 10, Township 4 North, Range 13 West, San Bernardino Base and Meridian, extending from the east line of said southwest quarter southwesterly to the south line of said southwest quarter.

EXCEPTING therefrom that portion lying southeasterly of said relocated center line of the Southern Pacific Railroad Company.

Also EXCEPTING therefrom that portion included in deed dated March 9, 1886, from Henry R. Torres to the Southern Pacific Railroad Company, recorded April 19, 1886, in Book 155 of Deeds, Page 367, Records of said County.

d) South half of Section 9 and southeast quarter of Section 8, Township 4 North, Range 13 West, San Bernardino Base and Meridian, extending from the south line of said Section 9 westerly to the west line of said southeast quarter of Section 8.

EXCEPTING therefrom all of the land described in deed dated March 28, 1890, from George T. Webber to the Southern Pacific Railroad Company, recorded April 5, 1890, in Book 625 of Deeds, Page 287, Records of said County.

Also EXCEPTING therefrom all of the land described first in deed dated March 13, 1890, from James O'Reilly to the Southern Pacific Railroad Company, recorded March 22, 1890, in Book 638 of Deeds, Page 264, Records of said County.

Also EXCEPTING therefrom all of the land described in deed dated April 12, 1890, from Henry Munger to Southern Pacific Railroad Company, recorded May 3, 1890, in Book 655 of Deeds, Page 3, Records of said County.

Also EXCEPTING therefrom all of the land described in deed dated January 29, 1890, from Tom Wee Ling to the Southern Pacific Railroad Company, recorded February 8, 1890, in Book 617 of Deeds, Page 270, Records of said County.

Also EXCEPTING therefrom all of the Land described in deed dated November 12, 1898, from Tom Wee Ling, et al., to the Southern Pacific Railroad Company, recorded November 17, 1898, in Book 1261 of Deeds, Page 167, Records of said County.

e) South half of Section 7, Township 4 North, Range 13 West, San Bernardino Base and Meridian, south half of Section 12, south half of Section 11, south half of Section 10 and the northwest of the northwest quarter of Section 15, Township 4 North, Range 14 West, San Bernardino Base and Meridian, extending from the east line of said Section 7, westerly to the west line of said Section 15.

EXCEPTING therefrom all of the land described in deed dated January 11, 1890 from William Bailey to Southern Pacific Railroad Company, recorded January 23, 1890, in Book 617 of Deeds, Page 234, Records of said County.

Also EXCEPTING therefrom that portion included in the land described in deed dated March 19, 1971, from Ralph Cafagno, et ux., to Southern Pacific Transportation Company, recorded April 26, 1971, in Book D5036, Page 858, Official Records of said County.

Also EXCEPTING therefrom all of the land described in deed dated April 13, 1971, from Southern Pacific Transportation Company to Ralph Cafagno, et ux., recorded April 26, 1971, in Book D5036, Page 864, Official Records of said County.

Also EXCEPTING therefrom that portion included in the land described in deed dated May 24, 1971, from Anette C. Lawhon to Southern Pacific Transportation Company, recorded June 21, 1971, in Book D5095, Page 482, Official Records of said County.

Also EXCEPTING therefrom those portions included in the relinquishment to the United States Department of the Interior, Bureau of Land Management, by Decision

accepted May 30, 1974, Serial No. Los Angeles 053502, as delineated in yellow on map of definite location filed with said decision.

Also EXCEPTING therefrom that portion of land included in deed dated May 9, 1938 from Glenn Mulvaney, et al. to the Southern Pacific Railroad Company, recorded May 18, 1938, in Book 15722, Page 377, Official Records of said County.

Parcel 5 (V-51/12 Portion of Parcel 8 letter"C")

That portion of the Congressional Grant right-of-way, 200 feet wide, dated March 3, 1871, situated in the southeast quarter of the southeast quarter of Section 10, Township 4 North, Range 13 West, San Bernardino Base and Meridian, the center line of said right of way lies equally 100 feet on each side of the original located center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "DD - Map and Profile of Section No. Four of the Southern Pacific Railroad and Telegraph Line," filed March 6, 1877, with the Secretary of the Interior of the United States of America.

EXCEPTING therefrom that portion included in Parcel No. 1 described in deed dated February 20, 1945, from Henry Brent, et ux., to the Southern Pacific Railroad Company, recorded March 15, 1945, in Book 21740, Page 330, Official Records of said County.

Parcel 6 (V-51/14 Parcels 8 and 9, V-51/15 Parcel 22)

Those certain three parcels of land situated in the south half of Section 11 and the northwest quarter of the northwest quarter of Section 15, Township 4 North, Range 14 West, San Bernardino Base and Meridian as acquired from the United States Department of the Interior, Bureau of Land Management by right-of-way permit, Serial No. Los Angeles

053502 granted to Southern Pacific Railroad Company on July 5, 1940, pursuant to the acts of March 3, 1875 and March 3, 1899, and accepted by the Southern Pacific Transportation Company on May 30, 1974, by Decision of same Serial No., said parcels are delineated in red on map of definite location attached to said Decision.

Parcel 7 (V-51/15 Parcel 14, Portion of Parcel 6 letter "B")

Those portions of the 200 foot wide Congressional Grant right-of-way dated March 3, 1871, included within a strip of land 200 feet wide, lying equally 100 feet on each side of the relocated center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "Map showing the relocated route of the Southern Pacific Railroad through the Canyon of the Santa Clara River in Los Angeles County", filed June 18, 1890, and approved July 15, 1890, by the Secretary of the Interior of the United States of America, situated in the north half of Section 17, Township 4 North, Range 14 West, San Bernardino Base and Meridian, and extending from the east line of said Section 17, westerly to the west line of said Section.

EXCEPTING therefrom that portion included within the land described in deed dated May 15, 1876, from John Lang to the Southern Pacific Railroad Company, recorded June 2, 1876, in Book 47 of Deeds, Page 139, Records of said County.

Also EXCEPTING therefrom all of the land described in deed dated May 29, 1884, from John Lang to the Southern Pacific Railroad Company, recorded May 29, 1884, in Book 126 of Deeds, Page 134, Records of said County.

Also EXCEPTING therefrom that portion included within the land described in deed dated April 25, 1890, from Hugh A. Steele, et al., to the Southern Pacific Railroad

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Company, recorded April 30, 1890, in Book 650 of Deeds, Page 145, Records of said County.

Parcel 8 (Lang Station Ground - V-51/15 Portion of Parcel 6)

A strip of land 100 feet wide, situated in the north half of Section 17, Township 4 North, Range 14 West, San Bernardino Base and Meridian, being that portion of the Congressional Grant right-of-way dated March 3, 1875, lying contiguous with and southerly of a line parallel and concentric with, and distant 100 feet southerly, measured at right angles and radially from the relocated center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "Map showing the relocated route of the Southern Pacific Railroad through the Canyon of the Santa Clara River in Los Angeles County", filed June 18, 1890, and approved July 15, 1890, by the Secretary of the Interior of the United States of America.

The side lines of said 100 foot wide strip of land terminate easterly in a line drawn at right angles to said center line at Engineer's Station 18211+00 and westerly in a line drawn at right angles to said center line at Engineer's Station 18231+78.

Parcel 9 (V-51/15 Parcel 15, V-51/16 Parcels 1 and 2)

A strip of land, 200 feet wide, being those portions of the Congressional Grant right-of-way dated March 3, 1871 and March 3, 1875, lying equally 100 feet on each side of the relocated center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "Map showing the relocated route of the Southern Pacific Railroad through the Canyon of the Santa Clara River in Los Angeles County", filed June 18, 1890, and approved July 15, 1890, by the Secretary of the Interior of the United States of America,

situated in the southwest quarter of Section 17, Section 18, and the northwest quarter of the northwest quarter of Section 19, Township 4 North, Range 14 West, San Bernardino Base and Meridian, and extending from the north line of said southwest quarter of Section 17 and the east line of said Section 18, westerly to the west line of said Section 19.

EXCEPTING therefrom all of the land described in deed dated April 24, 1890, from C.A. Steele to the Southern Pacific Railroad Company, recorded April 26, 1890, in Book 642 of Deeds, Page 275, Records of said County.

Also EXCEPTING therefrom all of the land described in deed dated February 13, 1890, from Cassius H. Clayton to the Southern Pacific Railroad Company, recorded February 17, 1890, in Book 634 of Deeds, Page 143, Records of said County.

Parcel 10 (V-51/16 Portion of Parcel 10)

A strip of land, 200 feet wide, being that portion of the Congressional Grant right-of-way dated March 3, 1875, lying equally 100 feet on each side of the relocated center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "Map showing the relocated route of the Southern Pacific Railroad through the Canyon of the Santa Clara River in Los Angeles County", filed June 18, 1890, and approved July 15, 1890, by the Secretary of the Interior of the United States of America, situated in the northeast quarter of Section 23, Township 4 North, Range 15 West, San Bernardino Base and Meridian, and extending from the east line of said Section 23, westerly to the west line of said northeast quarter of Section 23.

EXCEPTING therefrom all of the land described in deed dated March 25, 1890, from J. Youngblood to the Southern Pacific Railroad Company, recorded March 31, 1890, in Book 642 of Deeds, Page 126, Records of said County.

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Also EXCEPTING therefrom all of the land described in deed dated July 19, 1945, from Southern Pacific Railroad Company and Southern Pacific Company to Joseph G. Youngblood, et ux., recorded March 10, 1947, in Book 14287, Page 373, Official Records of said County.

Parcel 11 (V-51/16 Portion of Parcel 10)

A strip of land, 200 feet wide, being that portion of the Congressional Grant right-of-way dated March 3, 1875, lying equally 100 feet on each side of the relocated center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "Map showing the relocated route of the Southern Pacific Railroad through the Canyon of the Santa Clara River in Los Angeles County", filed June 18, 1890, and approved July 15, 1890, by the Secretary of the Interior of the United States of America, situated in the North half of the southeast quarter of Section 22, Township 4 North, Range 15 West, San Bernardino Base and Meridian, and extending from the east line of said Section 22, westerly and southwesterly to the south line of said north half of the southeast quarter of Section 22.

EXCEPTING therefrom that portion included in deed dated April 4, 1890, from Thomas F. Mitchell, et al., to the Southern Pacific Railroad Company, recorded April 11, 1890, in Book 643 of Deeds, Page 162, Records of said County.

Parcel 12 (V-51/17 Parcel 9, Portion of Parcel 10)

A strip of land, 200 feet wide, being that portion of the Congressional Grant right-of-way dated March 3, 1871 and March 3, 1875, lying equally 100 feet on each side of the relocated center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "Map showing the relocated route of the Southern Pacific Railroad through

the Canyon of the Santa Clara River in Los Angeles County", filed June 18, 1890, and approved July 15, 1890, by the Secretary of the Interior of the United States of America, situated in the northwest quarter of Section 20 and the north half of Section 19, Township 4 North, Range 15 West, San Bernardino Base and Meridian

The side lines of said 200 foot wide strip of land terminate southerly in a line described as follows: Commencing at the northwest corner of the southwest quarter of said Section 20; thence South $89^{\circ}57'10''$ East, along the north line of said southwest quarter of said Section 20, a distance of 1150.42 feet to a point in the southwesterly line of "Parcel No. 4" as described in deed dated December 28, 1962, from Edith F. Rowland, et al., to Southern Pacific Company, recorded January 2, 1963, in Book D1870, Page 270, Official Records of said County; thence along last said southwesterly line as follows: North $42^{\circ}10'40''$ West, 216.31 feet, North $40^{\circ}34'40''$ West, 54.01 feet to a point, northwesterly along a curve to the right, having a radius of 2914.82 feet and a central angle of $2^{\circ}51'20''$ (tangent to said curve at last mentioned point is the last described course), an arc distance of 145.27 feet to a point, North $37^{\circ}43'20''$ West tangent to said curve at last mentioned point, 54.01 feet and North $36^{\circ}07'20''$ West, 203.67 feet to the northwesterly corner of last said "Parcel No. 4", being a point in the easterly line of said 200 foot wide Congressional Grant right-of-way, dated March 3, 1875, and the True Point of Beginning of the line to be described; thence leaving last said southwesterly line, North $50^{\circ}56'18''$ West crossing said Congressional Grant right-of-way, a distance of 242.14 feet to the southeasterly corner of "Parcel No. 5" as described in said deed from Edith F. Rowland, being a point in the westerly line of said 200 foot wide Congressional Grant right-of-way. Said 200 foot wide strip of land terminates westerly in the west line of said Section 19, being also the easterly line of the San Francisco Rancho.

EXCEPTING therefrom that portion included in the land described in deed dated April 25, 1890, from C.L. Varner, et al., to the Southern Pacific Railroad Company, recorded April 26, 1890, in Book 652 of Deeds, Page 78, Records of said County.

Also EXCEPTING therefrom all of the land described in deed dated April 25, 1890, from C.C. Rising to the Southern Pacific Railroad Company, recorded April 26, 1890, in Book 652 of Deeds, Page 76, Records of said County.

Parcel 13 (V-45/2 Parcel 2)

A strip of land, 200 feet wide, being that portion of the Congressional Grant right-of-way dated March 3, 1871, lying equally 100 feet on each side of the original located center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "DD - Map and Profile of Section No. Four of the Southern Pacific Railroad and Telegraph Line," filed March 6, 1877, with the Secretary of the Interior of the United States of America, said center line is more particularly described as follows:

Beginning at the point of intersection of said center line at Engineer's Station 206+15 with the northerly line of fractional Section 13, Township 3 North, Range 16 West, San Bernardino Base and Meridian, said northerly line being also the southerly line of the San Francisco Rancho; thence southerly and southeasterly following the tangents and curvatures of said center line, through said Section 13 and fractional Section 24, said Township and Range to the northwesterly boundary line of Ex-Mission San Fernando Grant, being also the Los Angeles City limits line.

The side lines of said 200 foot wide strip of land terminate in said northerly line of fractional Section 13, Township 3 North, Range 16 West, San Bernardino Base and Meridian, and in said northwesterly boundary line of Ex-Mission San Fernando Grant.

EXCEPTING therefrom that portion of the 40 foot wide strip of land described in deed dated June 13, 1991 from the Southern Pacific Transportation Company to the Los Angeles County Transportation Commission, recorded June 14, 1991, as Document No. 91-897514 of Official Records of said County.

Parcel 14 (V-45/5 and 6, Various Parcels)

A strip of land, 200 feet wide, being that portion of the Congressional Grant right-of-way dated March 3, 1871, lying equally 100 feet on each side of the original located center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "AA - Map and Profile of Section No. One of the Southern Pacific Railroad and Telegraph Line", approved April 11, 1874, and filed with the Secretary of the Interior of the United States of America, said center line is more particularly described as follows:

Beginning at the point of intersection of said center line at Engineer's Station 384+06 with the easterly boundary of Ex-Mission San Fernando Grant, said easterly boundary being also the westerly line of Clybourn Avenue (50 feet wide) of said Avenue is shown on Tract No. 9325 of the City of Los Angeles; thence southeasterly following the tangents and curvatures of said center line, through the northeast quarter of Section 32, Section 33, Township 2 North, Range 14 West, San Bernardino Base and Meridian, the northeast quarter of Section 4, Section 3, the northeast quarter of Section 10 and the northwest quarter of Section 11, Township 1 North, Range 14 West, San Bernardino Base and Meridian, to the point of intersection of the northerly boundary of the Rancho Providencia with said center line at Engineer's Station 560+44.5.

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The side lines of said 200 foot wide strip of land terminate in said easterly boundary of Ex-Mission San Fernando Grant and in said northerly boundary of the Rancho Providencia.

EXCEPTING therefrom that portion of the 40 foot wide strip of land described in deed dated June 13, 1991 from the Southern Pacific Transportation Company to the Los Angeles County Transportation Commission, recorded June 14, 1991, as Document No. 91-897514 of Official Records of said County.

Also EXCEPTING therefrom that portion included in the lands described in the following four deeds from Southern Pacific Railroad Company and Trustees, recorded in the records of Los Angeles County, as follows:

	<u>Grantee</u>	<u>Recorded</u>	<u>Book</u>	<u>Page</u>
1.	Harry Chandler and Fred Chandler	January 21, 1884	114	628
2.	Angus S. McDonald and Andrew F. Darling	September 13, 1883	109	441
3.	Simon White	July 22, 1889	592	9
4.	Charles J. Fox	May 1, 1886	159	265

Also EXCEPTING therefrom all of the land described in deed dated April 8, 1949 from Southern Pacific Company, et al., to the State of California, recorded April 27, 1949 in Book 31092 of Official Records, page 235, records of said County.

Also EXCEPTING therefrom all of the land described in deed dated August 24, 1927 from Southern Pacific Railroad Company and Southern Pacific Company to the City of Burbank, and more particularly described therein as follows:

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"A strip of land 50.00 feet in width, situated in the City of Burbank, County of Los Angeles, State of California, extending from the Southerly line of Burbank Boulevard to the Northerly line of Pacific Avenue, as shown on map of Tract #6113 recorded in Book 32, Page 64 of Maps, Records of said County, the Southwesterly line of said strip of land being parallel with and distant Northeasterly 50 feet, at right angles, from the center line of the Southern Pacific Railroad Company's most Northeasterly main track as now located, being a portion of the right of way conveyed to the Southern Pacific Railroad Company by Act of Congress dated May 3, 1871, containing 1.246 acres, more or less."

Also EXCEPTING therefrom all of the land described in deed dated July 11, 1938, from Southern Pacific Railroad Company and Southern Pacific Company to City of Burbank, and more particularly described therein as follows:

"BEGINNING at the point of intersection of a line parallel with and distant 100 feet northeasterly at right angles from the center line of main track of the Southern Pacific Railroad Company's railroad with the East line of the West half of said Section 3; thence North 50°31'45" West along said parallel line, a distance of 3408.29 feet to a point in the West line of the West half of said Section 3; thence South 0°44'50" West along said West line, a distance of 64.09 feet to a point in a line parallel with and distant 50 feet northeasterly at right angles, from said center line of main track; thence South 50°31'45" East along said parallel line, a distance of 3407.98 feet to a point in said East line of the West half of Section 3; thence North 0°58'15" East thereon a distance of 63.89 feet to the point of beginning, having an area of 3.91 acres, more or less."

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State of California - Act of Incorporation
(V-51/15, Portions of Parcel 2)

Exhibit "A"

A parcel of land situated in Section 16, Township 4 North, Range 14 West, San Bernardino Base and Meridian, County of Los Angeles, State of California described as follows:

That certain 100 foot wide strip of land acquired from the State of California pursuant to a State Statute "an Act to provide for the Incorporation of Railroad Companies", approved May 20, 1861, as said strip is shown on map of definite location, approved by the Surveyor General of the State of California, September 2, 1898, and recorded September 14, 1898, in Book 70 of Miscellaneous Records, Page 81, Records of said County.

EXCEPTING therefrom those portions included within the following described Parcels A and B.

Parcel A.

Beginning at the southeasterly corner of land described as "Parcel No. 2" in deed dated June 9, 1938, from Leo W. Williams, et ux., to Southern Pacific Railroad Company, recorded June 28, 1938 in Book 15901, page 104, Official Records of said County, said corner bears South 0°30'51" West (bearing shown as South 0°32'30" West in said deed) measured along the easterly line of said Section 16, a distance of 860.73 feet from the northeasterly corner of said Section; thence along the southerly line of said "Parcel No. 2" the following courses: South 87°55'51" West 358.69 feet, (shown as South 87°44'00" West 358.00 feet in said deed), South 55°43'23" West 703.50 feet, (shown as South 55°53'05"

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West 703.83 feet in said deed), and South $78^{\circ}48'52''$ West 370.47 feet (shown as South $78^{\circ}36'00''$ West 370.00 feet in said deed) to the most easterly corner of land described as "Parcel No. 1" in deed dated September 18, 1937, from Leo W. Williams, et ux., to Southern Pacific Railroad Company, recorded November 5, 1937 in Book 15333, page 145, Official Records of said County; thence leaving said southerly line and along the easterly line of last said "Parcel No. 1", the following courses: South $36^{\circ}36'00''$ West 110.00 feet to a point, southwesterly along a curve concave southeasterly, having a radius of 855.40 feet, (tangent to said curve at last mentioned point is last described course) through a central angle of $27^{\circ}43'56''$, an arc distance of 414.03 feet, South $22^{\circ}53'16''$ East 199.96 feet and South $12^{\circ}00'42''$ West 390.00 feet to the southeasterly corner of last said "Parcel No. 1"; thence leaving last said easterly line North $77^{\circ}59'05''$ West (bearing shown as North $77^{\circ}59'46''$ West in last said deed) along the southerly line of last said "Parcel No. 1", a distance 54.80 feet; thence North $01^{\circ}45'02''$ East, 540.07 feet to a point; thence northeasterly on a curve concave southeasterly having a radius of 1041.44 feet (tangent to said curve at last mentioned point is last described course), through a central angle of $67^{\circ}58'40''$, an arc distance of 1235.60 feet; thence North $69^{\circ}43'42''$ East tangent to last said curve, 949.20 feet to a point on said easterly line of said Section 16; thence South $0^{\circ}30'51''$ West along last said easterly line, 312.07 feet to the point of beginning.

Parcel B.

Beginning at the most northerly corner of land described as "Parcel No. 1" in deed dated June 9, 1938, from Leo W. Williams, et ux., to Southern Pacific Railroad Company, recorded June 28, 1938 in Book 15901, page 104, Official Records of said County, said corner bears South $0^{\circ}30'51''$ West measured along the easterly line of said Section 16, a distance of 386.45 feet (shown as South $0^{\circ}32'30''$ West 386.47 feet in said deed) from the

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northeasterly corner of said Section; thence South $69^{\circ}43'42''$ West (bearing shown as South $69^{\circ}43'41''$ West in last said deed) along the northerly line of last said land described as "Parcel No. 1", a distance of 450.73 feet to the northwesterly corner thereof, being a point on the northerly line of said 100 foot wide strip of land acquired from the State of California; thence northwesterly, westerly and southwesterly along last said northerly line on a curve concave southeasterly (a radial line to said curve at last mentioned point bears North $13^{\circ}58'20''$ East), having a radius of 623.70 feet, through central angle of $67^{\circ}22'19''$, an arc distance of 733.39 feet to a point; thence South $36^{\circ}36'01''$ West continuing along last said northerly line, tangent to said curve at last mentioned point, 169.67 feet to the most northerly corner of land described as "Parcel No. 2" in deed dated September 18, 1937, from Leo W. Williams, et ux., to Southern Pacific Railroad Company, recorded November 5, 1937 in Book 15333, page 145, Official Records of said County; thence northeasterly on a curve concave southeasterly (a radial to said curve at last mentioned corner bears North $34^{\circ}21'42''$ West), having a radius of 1141.44 feet through a central angle of $14^{\circ}05'24''$, an arc distance of 280.70 feet to a point; thence North $69^{\circ}43'42''$ East, tangent to said curve at last mentioned point, 987.16 feet to said easterly line of said Section 16; thence North $0^{\circ}30'51''$ East along last said easterly line, 55.24 feet to the point of beginning.

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Exhibit "A"

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

Parcel 1 (V-51/10 Parcel 7)

A parcel of land situated in the southwest quarter of Section 12, Township 5 North, Range 12 West, S.B.B. & M., being all of the land described in deed dated December 1, 1966, from Hugh John McManus, et ux., to Southern Pacific Company, recorded December 30, 1966, in Book D3519, Page 281, Official Records of said County.

Parcel 2 (V-51/10 Parcels 5, 6, 8 and 9)

A parcel of land situated in the northeast quarter of the northwest quarter of Section 13, Township 5 North, Range 12 West, S.B.B. & M., being all of the lands described in the following 4 deeds:

- (1) Deed dated May 17, 1965, from B.W. Byrne, Jr. et ux., to Southern Pacific Company, recorded May 25, 1965, in Book D2916, Page 169, Official Records of said County.
- (2) Deed dated February 28, 1966, from Elton E. Sawyer, et ux., to Southern Pacific Company, recorded March 14, 1966, in Book D3235, page 785, Official Records of said County.
- (3) Deed Dated June 15, 1972, from R.A. Zertuche, et ux., to Southern Pacific Transportation Company, recorded July 19, 1972, in Book D5536, Page 250, Official Records of said County.

- (4) Deed dated July 13, 1972, from Harley C. Hastings, et ux., to the Southern Pacific Transportation Company, recorded September 22, 1972, in Book D5610, Page 892, Official Records of said County. 21

Parcel 3 (V-51/10 Parcel 4)

A parcel of land situated in the northeast quarter of Section 22, Township 5 North, Range 12 West, S.B.B.& M., being all of the land described in deed dated June 30, 1939, from Olive M. Jones to Southern Pacific Railroad Company, recorded August 15, 1939, in Book 16781, Page 377, Official Records of said County.

Parcel 4 (V-51/11 Parcels 6 to 9)

A parcel of land situated in the southwest quarter of the northwest quarter of Section 27 and the east half of Section 28, Township 5 North, Range 12 West, S.B.B.& M., being all of the lands described in the following four deeds:

- (1) Deed dated December 1, 1964, from Edgar J. Thornton, et ux., to Southern Pacific Company, recorded December 3, 1964, in Book D2719, Page 975, Official Records of said County.
- (2) Deed dated March 25, 1965, from Albert Ragsdale to Southern Pacific Company, recorded April 30, 1965, in Book D2888, Page 73, Official Records of said County.
- (3) Deed Dated June 22, 1965, from Phillip L. Shiver, et ux., to Southern Pacific Company, recorded September 7, 1965, in Book D3040, Page 330, Official Records of said County.

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- (4) Deed dated October 5, 1966, from Robert D. Crawford, et ux., to Southern Pacific Company, recorded November 29, 1966, in Book D3493, Page 19, Official Records of said County.

Parcel 5 (V-51/11 Parcel 5)

A parcel of land situated in the northwest quarter of Section 32, Township 5 North, Range 12 West, S.B.B.& M., being all of the land described in deed dated April 28, 1941, from Herbert A. Murray to Southern Pacific Railroad Company, recorded May 5, 1941, in Book 18430, Page 4, Official Records of said County.

Parcel 6 (V-51/12 Parcel 1)

A strip of land, 100 feet wide, situated in the south half of Section 36, Township 5 North, Range 13 West, S.B.B.& M., being all of the land described in deed dated May 31, 1884, from Henry Munger to Southern Pacific Railroad Company, recorded June 9, 1884, in Book 127 of Deeds, Page 5, Records of said County.

Parcel 7 (V-51/12 Parcels 18 to 21)

A parcel of land situated in the north half and the southwest quarter of Section 11, Township 4 North, Range 13 West, S.B.B.& M., being all of the lands described in the following four deeds:

- (1) Deed dated November 15, 1965, from Miriam Otto Thomas, et al., to Southern Pacific Company, recorded December 1, 1965, in Book D3131, Page 77, Official Records of said County.

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- (2) Deed dated December 19, 1966, from Lillian Brown to Southern Pacific Company, recorded December 22, 1966, in Book D3513, Page 398, Official Records of said County.
 - (3) Deed dated December 7, 1967, from Marion D. Campbell to Southern Pacific Company, recorded December 11, 1967, in Book D3854, Page 388, Official Records of said County.
 - (4) Deed dated March 28, 1969, from Walker M. Ware, et ux., to Southern Pacific Company, recorded April 24, 1969, in Book D4348, Page 281, Official Records of said County.

EXCEPTING from said above mentioned deed (3) from Marion D. Campbell, all of the land described in deed dated April 1, 1969, from Southern Pacific Company to Walker M. Ware, et ux., recorded April 24, 1969 in Book D4348, Page 283, Official Records of said County.

Parcel 8 (V-51/12 Parcels 5 and 7)

A strip of land, 100 feet wide, situated in the southwest quarter of Section 11 and the northwest quarter of the northwest quarter of Section 14, Township 4 North, Range 13 West, S.B.B.& M., being all of the lands described in the following two deeds:

- (1) Deed dated May 1, 1890, from Frederick Gross to Southern Pacific Railroad Company, recorded August 28, 1890, in Book 668 of Deeds, Page 230, Records of said County.
- (2) First described parcel in deed dated May 15, 1876, from Samuel Harper to Southern Pacific Railroad Company, recorded June 2, 1876, in Book 47 of Deeds, Page 133, Records of said County.

EXCEPTING from said above mentioned deed (2) from Samuel Harper, all of the lands described in deed dated May 1, 1890, from Southern Pacific Railroad Company to Frederick Gross, recorded August 28, 1890, in Book 668 of Deeds, Page 232, Records of said County.

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Parcel 9 (V-51/12 Parcel 8, V-51/13 Parcel 1)

That portion of the 100 foot wide strip of land situated in the northeast quarter of the northeast quarter of Section 15, Township 4 North, Range 13 West, S.B.B.& M., as described in deed dated May 13, 1876, from George B. Walker to Southern Pacific Railroad Company, recorded June 12, 1876, in Book 44 of Deeds, Page 495, Records of said County, lying northeasterly of a line parallel and concentric with and distant 50 feet southwesterly, measured at right angles and radially from the relocated center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "Map showing the relocated route of the Southern Pacific Railroad through the Canyon of the Santa Clara River in Los Angeles County", filed June 18, 1890, and approved July 15, 1890, by the Secretary of the Interior of the United States of America.

Parcel 10 (V-51/13 Parcels 2, 5, 7, 8 and 9)

A strip of land, 100 feet wide, situated in the north half of Section 15, the south half of Section 10, the northeast quarter of the northeast quarter of Section 16 and the south half of the northeast quarter of Section 9, Township 4 North, Range 13 West, S.B.B.& M., being all of the lands described in the following five deeds:

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- (1) Deed dated March 9, 1886, from Henry R. Torres to Southern Pacific Railroad Company, recorded April 19, 1886, in Book 155 of Deeds, Page 367, Records of said County.
 - (2) Deed dated March 13, 1890, from James Robertson to Southern Pacific Railroad Company, recorded March 22, 1890 in Book 631 of Deeds, Page 319, Records of said County.
 - (3) Deed dated January 22, 1891, from the Atlantic and Pacific Fibre Importing & Manufacturing Company, Limited, to Southern Pacific Railroad Company, recorded March 17, 1900, in Book 1349 of Deeds, Page 287, Records of said County.
 - (4) Deed dated March 28, 1890, from George T. Webber to Southern Pacific Railroad Company, recorded April 5, 1890, in Book 625 of Deeds, Page 287, Records of said County.
 - (5) First described parcel in deed dated March 13, 1890, from James O'Reilly to Southern Pacific Railroad Company, recorded March 22, 1890, in Book 638 of Deeds, Page 264, Records of said County.

Parcel 11 (V-51/13 Parcel 3)

A strip of land 80 feet wide situated in the south half of the southeast quarter of Section 10, Township 4 South, Range 13 West, S.B.B.& M., being all of the land described in deed dated February 12, 1890, from Henry Torres to the Southern Pacific Railroad Company, recorded February 17, 1890, in Book 623 of Deeds, Page 295, Records of said County.

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Parcel 12 (V-51/13 Parcel 4)

A parcel of land situated in the south half of the southeast quarter of Section 10, Township 4 South, Range 13 West, S.B.B.& M., being all of the land described in deed dated May 21, 1908, from Josephine Mallachowitz, et vir., recorded August 31, 1908, in Book 3508 of Deeds, Page 60, Records of said County.

Parcel 13 (V-51/12 Parcels 13, 15, 16 and 17, V-51/13 Parcels 25 and 26)

A parcel of land situated in the southeast quarter of Section 10, the southwest quarter of Section 11 and the northeast quarter of Section 15, Township 4 North, Range 13 West, S.B.B.& M., being all of the lands described in the following two deeds:

- (1) Deed dated January 19, 1945, from Letha S.M. Lugo, et vir., to Southern Pacific Railroad Company, recorded March 1, 1945, in Book 21694, Page 280, Official Records of said County.
- (2) Deed dated February 20, 1945, from Henry Brent, et ux., to Southern Pacific Railroad Company, recorded March 15, 1945, in Book 21740, Page 330, Official Records of said County.

Parcel 14 (V-51/13 Parcel 27)

A parcel of land situated in the northeast quarter of the northeast quarter of Section 16, Township 4 North, Range 13 West, S.B.B.& M., being all of the land described in deed dated May 13, 1947, from Marguerite G. McCarthy to Southern Pacific Railroad Company, recorded August 11, 1947, in Book 24888, Page 252, Official Records of said County.

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Parcel 15 (V-51/13 Parcel 10)

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A parcel of land situated in the southeast quarter of Section 9, Township 4 North, Range 13 West, S.B.B.& M., being all of the land described in deed dated April 12, 1890, from Henry Munger to Southern Pacific Railroad Company, recorded May 3, 1890, in Book 655 of Deeds, Page 3, Records of said County.

EXCEPTING therefrom that portion lying southerly of a line concentric with and distant 100 feet southerly, measured radially, from the relocated center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "Map showing the relocated route of the Southern Pacific Railroad through the Canyon of the Santa Clara River in Los Angeles County", filed June 18, 1890, and approved July 15, 1890, by the Secretary of the Interior of the United States of America.

Parcel 16 (V-51/13 Parcels 13 and 14)

A strip of land, 100 feet wide, situated in the south half of Section 8, being all of the lands described in the following three deeds:

- (1) Deed dated January 29, 1890, from Tom Wee Ling to Southern Pacific Railroad Company, recorded February 8, 1890, in Book 617 of Deeds, Page 270, Records of said County.
- (2) Deed dated November 12, 1898, from Tom Wee Ling, et al., to Southern Pacific Railroad Company, recorded November 17, 1898, in Book 1261 of Deeds, Page 167, Records of said County.
- (3) Deed dated January 29, 1890, from Anton Mallachowitz, et ux., to Southern Pacific Railroad Company, recorded February 8, 1890, in Book 627 of Deeds, Page 308, Records of said County.

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Parcel 17 (V-51/13 Parcels 19 to 24)

Those certain parcels of land situated in the east half of the southeast quarter of Section 8 and the west half of the southwest quarter of Section 9, Township 4 North, Range 13 West, S.B.B.& M., being all of the lands described in the following two deeds:

- (1) Deed dated September 27, 1943, from Margaret Sherred, et vir., to Southern Pacific Railroad Company, recorded October 5, 1943, in Book 20297, Page 371, Official Records of said County.
- (2) Deed dated October 28, 1943, from Joseph Buda, et ux., to Southern Pacific Railroad Company, recorded December 17, 1943, in Book 20493, Page 265, Official Records of said County.

Parcel 18 (V-51/13 Parcels 28 and 29)

A parcel of land situated in the west half of the southeast quarter and the southeast quarter of the southwest quarter of Section 7, Township 4 North, Range 13 West, S.B.B.& M., being all of the lands described in the following two deeds:

- (1) Deed dated September 8, 1967, from Clinton J. Hudgens, et ux., to Southern Pacific Company, recorded October 3, 1967, in Book D3786, Page 635, Official Records of said County.
- (2) Deed dated March 6, 1970, from Fergus Bezaire, et ux., to Southern Pacific Transportation Company, recorded April 3, 1970, in Book D4675, Page 501, Official Records of said County.

Parcel 19 (V-51/14 Portions of Parcels 1 and 2)

A strip of land, 100 feet wide, situated in the south half of Section 12, Township 4 North, Range 14 West, S.B.B.& M., being all of the land described in deed dated January 11, 1890, from William Bailey to Southern Pacific Railroad Company, recorded January 23, 1890, in Book 617 of Deeds, Page 234, Records of said County.

Parcel 20 (V-51/14 Parcels 11 to 14 and 16 to 18)

Those certain parcels of land situated in the southwest quarter of the southwest quarter of Section 7, Township 4 North, Range 13 West, S.B.B.& M., and the south half of Section 12, Township 4 North, Range 14 West, S.B.B.& M., being all of the lands described in the following five deeds:

- (1) Deed dated January 18, 1971, from the County of Los Angeles to Southern Pacific Transportation Company, recorded February 2, 1971, in Book D4962, Page 131, Official Records of said County.
- (2) Deed dated November 18, 1967, from Ira H. Anderson, Jr. to Southern Pacific Company, recorded December 29, 1967, in Book D3872, Page 403, Official Records of said County.
- (3) Deed dated December 11, 1967, from John T. Kennedy, et al., to Southern Pacific Company, recorded December 28, 1967, in Book D3869, Page 317, Official Records of said County.
- (4) Deed dated March 19, 1971, from Ralph Cafagno, et ux., to Southern Pacific Transportation Company, recorded April 26, 1971, in Book D5036, Page 858, Official Records of said County.

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(5) Deed dated May 24, 1971, from Anette C. Lawhon to Southern Pacific Transportation Company, recorded June 21, 1971, in Book D5095, Page 482, Official Records of said County.

Parcel 21 (V-51/14 Parcel 10)

A parcel of land situated in the north half of the south half of the southwest quarter of Section 11, Township 4 North, Range 14 West, S.B.B.& M., being all of the land described in deed dated February 2, 1944, from S.A. Guiberson, Jr. to Southern Pacific Railroad Company, recorded May 4, 1944, in Book 20881, Page 185, Official Records of said County.

EXCEPTING therefrom that portion included in the relinquishment to the United States Department of the Interior, Bureau of Land Management, by Decision accepted May 30, 1974, Serial No. Los Angeles 053502, as delineated in yellow on map of definite location filed with said decision.

Parcel 22 (V-51/14 Parcel 4 and Portion of Parcel 1)

A parcel of land situated in the north half of the southeast quarter of the southeast quarter of Section 10, Township 4 North, Range 14 West, S.B.B.& M., being all of the land described in deed dated May 9, 1938, from Glenn Mulvaney, et al., to Southern Pacific Railroad Company, recorded May 18, 1938, in Book 15722, Page 377, Official Records of said County.

EXCEPTING therefrom all of the land described as "Parcel A" in deed dated October 7, 1991, from Southern Pacific Transportation Company to R.E. Accommodation

Company, recorded October 30, 1991, as Instrument 91-1721803, Official Records of said County.

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Parcel 23 (V-51/14 Parcels 4, 6 and 7, V-51/15 Parcels 25 and 26)

Those certain parcels of land situated in the south half of Section 10, Township 4 North, Range 14 West, S.B.B.& M., being all of the lands described as Parcel No. 2, 3, and 4 in deed dated July 27, 1938, from Samuel A. Guiberson, et ux., to Southern Pacific Railroad Company, recorded October 6, 1938, in Book 16163, Page 30, Official Records of said County.

Parcel 24 (V-51/15 Parcel 17 and Portions of Parcels 16, 18, 19 and 20)

Those certain parcels of land situated in the northeast quarter of Section 16, Township 4 North, Range 14 West, S.B.B.& M., being all of the lands described in the following two deeds:

- (1) Deed dated September 18, 1937, from Leo W. Williams, et ux., to the Southern Pacific Railroad Company, recorded November 5, 1937, in Book 15333, Page 145, Official Records of said County.
- (2) Deed dated June 9, 1938, from Leo W. Williams, et ux., to the Southern Pacific Railroad Company, recorded June 28, 1938, in Book 15901, Page 104, Official Records of said County.

EXCEPTING from said last mentioned two deeds those portions included within the following described Parcels A and B.

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Parcel A

Beginning at the southeasterly corner of land described as "Parcel No. 2" in said deed dated June 9, 1938, from Leo W. Williams, et ux., to Southern Pacific Railroad Company, recorded June 28, 1938 in Book 15901, page 104, Official Records of said County, said corner bears South 0°30'51" West (bearing shown as South 0°32'30" West in last said deed), measured along the easterly line of said Section 16, a distance of 860.73 feet from the northeasterly corner of said Section; thence along the southerly line of said "Parcel No. 2" the following courses: South 87°55'51" West 358.69 feet (shown as South 87°44'00" West 358.00 feet in last said deed), South 55°43'23" West 703.50 feet (shown as South 55°53'05" West 703.83 feet in last said deed), and South 78°48'52" West 370.47 feet (shown as South 78°36'00" West 370.00 feet in last said deed), to the most easterly corner of land described as "Parcel No. 1" in said deed dated September 18, 1937, from Leo W. Williams, et ux., to Southern Pacific Railroad Company, recorded November 5, 1937 in Book 15333, page 145, Official Records of said County; thence leaving said southerly line and along the easterly line of last said "Parcel No. 1", the following courses: South 36°36'00" West 110.00 feet to a point, southwesterly along a curve concave southeasterly, having a radius of 855.40 feet, (tangent to said curve at last mentioned point is last described course) through a central angle of 27°43'56", an arc distance of 414.03 feet, South 22°53'16" East 199.96 feet and South 12°00'42" West 390.00 feet to the southeasterly corner of last said "Parcel No. 1"; thence leaving last said easterly line North 77°59'05" West (bearing shown as North 77°59'46" West in last said deed), along the southerly line of last said "Parcel No. 1", a distance 54.80 feet; thence North 01°45'02" East, 540.07 feet to a point; thence northeasterly on a curve concave southeasterly having a radius of 1041.44 feet (tangent to said curve at last mentioned point is last described course), through a central angle of

67°58'40", an arc distance of 1235.60 feet; thence North 69°43'42" East tangent to last said curve, 949.20 feet to a point on said easterly line of said Section 16; thence South 0°30'51" West along last said easterly line, 312.07 feet to the point of beginning.

Parcel B.

Beginning at the most northerly corner of land described as "Parcel No. 1" in said deed dated June 9, 1938, from Leo W. Williams, et ux., to Southern Pacific Railroad Company, recorded June 28, 1938 in Book 15901, page 104, Official Records of said County, said corner bears South 0°30'51" West measured along the easterly line of said Section 16, a distance of 386.45 feet (shown as South 0°32'30" West 386.47 feet in last said deed), from the northeasterly corner of said Section; thence South 69°43'42" West (bearing shown as South 69°43'41" West in last said deed), along the northerly line of last said land described as "Parcel No. 1", a distance of 450.73 feet to the northwesterly corner thereof, being a point on the northerly line of said 100 foot wide strip of land acquired from the State of California; thence northwesterly, westerly and southwesterly along last said northerly line on a curve concave southeasterly (a radial line to said curve at last mentioned point bears North 13°58'20" East), having a radius of 623.70 feet, through central angle of 67°22'19", an arc distance of 733.39 feet to a point; thence South 36°36'01" West continuing along last said northerly line, tangent to said curve at last mentioned point, 169.67 feet to the most northerly corner of land described as "Parcel No. 2" in said deed dated September 18, 1937, from Leo W. Williams, et ux., to Southern Pacific Railroad Company, recorded November 5, 1937 in Book 15333, page 145, Official Records of said County; thence northeasterly on a curve concave southeasterly (a radial to said curve at last mentioned corner bears North 34°21'42" West), having a radius of 1141.44 feet through a central angle of 14°05'24", an arc distance of 280.70 feet to a point; thence North 69°43'42" East, tangent to said curve

at last mentioned point, 987.16 feet to said easterly line of said Section 16; thence North 0°30'51" East along last said easterly line, 55.24 feet to the point of beginning.

Parcel 25 (V-51/15 Parcels 27, 29 and 30)

Those certain parcels of land situated in the northwest quarter and the southeast quarter of Section 16, Township 4 North, Range 14 West, S.B.B.& M., being all of the lands described in the following three deeds:

- (1) Deed dated December 23, 1938, from Demetrios Lambert to Southern Pacific Railroad Company, recorded March 31, 1939, in Book 16436, Page 308, Official Records of said County.
- (2) Deed dated May 23, 1939, from Charles F. Guthridge, et al., to Southern Pacific Railroad Company, recorded September 18, 1939, in Book 16859, Page 225, Official Records of said County.
- (3) Deed dated May 23, 1939, from Charles F. Guthridge, et al., to Southern Pacific Railroad Company, recorded September 18, 1939, in Book 16929, Page 28, Official Records of said County.

Parcel 26 (V-51/15 Parcels 4, 5, 7, 8 and 9)

A strip of land 100 feet wide, situated in the south half of the north half of Section 17 and Section 18, Township 4 North, Range 14 West, S.B.B.& M., lying equally 50 feet on each side of the relocated center line of the Southern Pacific Railroad Company, as said center line is shown on map entitled "Map showing the relocated route of the Southern Pacific Railroad through the Canyon of the Santa Clara River in Los Angeles County", filed June 18, 1890, and approved July 15, 1890, by the Secretary of the Interior of the United

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States of America, being portions of the land described in deed dated May 15, 1876, from John Lang to Southern Pacific Railroad Company, recorded June 2, 1876, in Book 47 of Deeds, Page 139, Records of said County, and all of the lands described in the following four deeds:

- (1) Deed dated May 29, 1884, from John Lang to Southern Pacific Railroad Company, recorded May 29, 1884, in Book 126 of Deeds, Page 134, Records of said County.
- (2) Deed dated April 25, 1890, from Hugh A. Steele, et al., to Southern Pacific Railroad Company, recorded April 30, 1890, in Book 650 of Deeds, Page 145, Records of said County.
- (3) Deed dated April 24, 1890, from C.A. Steele to Southern Pacific Railroad Company, recorded April 26, 1890, in Book 642 of Deeds, Page 275, Records of said County.
- (4) Deed dated February 13, 1890, from Cassius H. Clayton to Southern Pacific Railroad Company, recorded February 17, 1890, in Book 634 of Deeds, Page 143, Records of said County.

Parcel 27 (V-51/15 Parcels 31 to 35 and Portion of Parcel 4 letter "L", V-51/16 Parcel 17)

Those certain parcels of land situated in the west half of the south half of the northwest quarter of Section 17 and Section 18, Township 4 North, Range 14 West, S.B.B.& M., being all of the lands described in the following three deeds:

- (1) Deed dated January 3, 1944, from Nellie M. Slayton to Southern Pacific Railroad Company, recorded February 8, 1944, in Book 20662, Page 96, Official Records of said County.

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- (2) Deed dated February 10, 1965, from Norman N. Mamey, et ux., to Southern Pacific Company, recorded May 6, 1965, in Book D2894, Page 843, Official Records of said County.
 - (3) Deed dated November 1, 1965, from Eula J. Cleveland to Southern Pacific Company, recorded November 10, 1965, in Book D311, Page 69, Official Records of said County.

Parcel 28 (V-51/16 Parcels 11 to 16, 18 and 19)

Those certain parcels of land situated in the southeast quarter of Section 13, the north half of Section 24 and the northeast quarter of Section 23, Township 4 North, Range 15 West, S.B.B.& M., being all of the lands described in the following six deeds:

- (1) Deed dated December 9, 1943, from Joseph G. Youngblood, et ux., to the Southern Pacific Railroad Company, recorded December 30, 1943, in Book 20551, Page 196, Official Records of said County.
- (2) Deed dated January 26, 1944, from Nina Nelson to Southern Pacific Railroad Company, recorded January 27, 1944, in Book 20607, Page 205, Official Records of said County.
- (3) Deed dated January 12, 1944 from Helen M. Dunlap to Southern Pacific Railroad Company, recorded March 1, 1944, in Book 20714, Page 188, Official Records of said County.
- (4) Deed dated February 25, 1944, from Albert E. Tysall, et ux., to Southern Pacific Railroad Company, recorded March 1, 1944 in Book 20655, Page 175, Official Records of said County.

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- (5) Deed dated January 15, 1944, from Leo S. Buckley to Southern Pacific Railroad Company, recorded March 8, 1944, in Book 20747, Page 59, Official Records of said County.
 - (6) Deed dated June 12, 1944, from Helen G. Friend to Southern Pacific Railroad Company, recorded July 27, 1944, in Book 21123, Page 182, Official Records of said County.

EXCEPTING from said above mentioned deed (3) from Helen M. Dunlap all of the land described in deed dated August 21, 1945, from Southern Pacific Railroad Company and Southern Pacific Company to M. Moore recorded December 26, 1945, in Book 22585, Page 329, Official Records of said County.

Parcel 29 (V-51/16 Parcels 5, 6 and 9, V-51/17 Parcel 1)

Those certain strips of land, 100 feet wide, situated in Section 23, north half of the southeast quarter of Section 22, the north half of the northeast quarter of Section 28 and the southwest quarter of the southeast quarter of Section 21, Township 4 North, Range 15 West, S.B.B.& M., being all of the lands described in the following three deeds:

- (1) Deed dated March 25, 1890, from J. Youngblood to Southern Pacific Railroad Company, recorded March 31, 1890, in Book 642 of Deeds, Page 126, Records of said County.
- (2) Deed dated April 4, 1890, from Thomas F. Mitchell, et al., to Southern Pacific Railroad Company, recorded April 11, 1890, in Book 643 of Deeds, Page 162, Records of said County.

- (3) Deed dated April 23, 1890, from John F. Taylor to Southern Pacific Railroad Company, recorded April 26, 1890, in Book 650 of Deeds, Page 123, Records of said County. 44

EXCEPTING from said above mentioned deed (1) from J. Youngblood that portion included within the land described in deed dated July 19, 1945 from Southern Pacific Railroad Company and Southern Pacific Company to Joseph G. Youngblood, et ux., recorded March 10, 1947, in Book 14287, Page 373, Official Records of said County.

Parcel 30 (V-51/16 Parcel 7)

A parcel of land situated in the south half of the south half of Section 22 and the northwest quarter of the northwest quarter of Section 27, Township 4 North, Range 15 West, S.B.B.& M., being all of the lands described in deed dated April 22, 1890, from John F. Humphreys to Southern Pacific Railroad Company, recorded April 26, 1890, in Book 650 of Deeds, Page 125, Records of said County.

Parcel 31 (V-51/16 Parcels 20, 21, 22, 27 and 28)

Those certain parcels of land situated in the west half of Section 23 and the southeast quarter of Section 22, Township 4 North, Range 15 West, S.B.B.& M., being all of the lands described in the following four deeds:

- (1) Deed dated August 10, 1960, from Roy P. Crocker, et ux., to Southern Pacific Company, recorded August 15, 1960, in Book D944, Page 392, Official Records of said County.

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- (2) Deed dated April 4, 1960, from Richardson F. Mitchell, et ux., to Southern Pacific Company, recorded April 29, 1960, in Book D830, Page 335, Official Records of said County.
 - (3) Deed dated October 13, 1960, from A & A Feeding, Inc. to Southern Pacific Company, recorded October 17, 1960, in Book D1007, Page 743, Official Records of said County.
 - (4) Deed dated June 30, 1961, from Henry K. Shaffer, et ux., to Southern Pacific Company, recorded August 23, 1961, in Book D1331, Page 101, Official Records of said County.

Parcel 32 (V-51/16 Portions of Parcels 8, 23 and 29)

Those certain parcels of land situated in the south half of the south half of Section 22, Township 4 North, Range 15 West, S.B.B. & M., being all of the lands described in the following three deeds:

- (1) Deed dated April 26, 1890, from John F. Humphreys to the Southern Pacific Railroad Company, recorded April 26, 1890, in Book 642 of Deeds, Page 277, Records of said County.
- (2) Deed dated May 26, 1960, from Thomas W. Mitchell, et al., to Southern Pacific Company, recorded July 1, 1960, in Book D896, Page 686, Official Records of said County.
- (3) Deed dated August 21, 1961, from Joan L. Chacanaca, et al., to Southern Pacific Company, recorded January 10, 1962, in Book D1474, Page 440, Official Records of said County.

EXCEPTING from said above mentioned deed (1) from John F. Humphreys all of the land described in deed dated January 7, 1964 from Southern Pacific Company to G.R. Smith, et al., recorded March 23, 1964, in Book D2404, Page 463, Official Records of said County.

Also EXCEPTING from said above mentioned deeds (1) from John F. Humphreys, (2) from Thomas W. Mitchell, et al., and (3) from Joan L. Chacanaca, et al., the following described Parcels C and D:

Parcel C

Being portions of land described first in deed dated April 26, 1890, from John F. Humphreys to the Southern Pacific Railroad Company, recorded April 26, 1890, in Book 642 of Deeds, Page 277, Records of said County, and land described as Parcel 2 in deed dated August 21, 1961, from Joan L. Chacanaca, et al., to the Southern Pacific Company, recorded January 10, 1962, in Book D1474, Page 440, Official Records of said County and more particularly described as follows:

Beginning at the southwesterly corner of said land described first in deed dated April 26, 1890, said corner being distant 50 feet northerly, measured at right angles, from the center line of Southern Pacific Transportation Company's main track (Palmdale to Saugus) as said track was relocated in 1890, opposite Engineer's Station 1476+00; thence North 2° 09'30" West along the westerly line of said land described first in last said deed, 34.58 feet to the southwesterly corner of the land described in deed dated January 7, 1964, from Southern Pacific Company to G. R. Smith, et al., recorded March 23, 1964, in Book D2404, Page 463, Official Records of said County; thence along the southerly line of land described in last said deed as follows: North 86°02'45" East 1010.91 feet, North 85°31'11" East 155.80 feet to a point and easterly along a tangent curve to the left, having a radius 2714.82 feet,

through a central angle of $0^{\circ}27'01''$ (a radial line to said curve at last mentioned point bears South $4^{\circ}28'49''$ East), an arc distance of 21.34 feet to the southeasterly corner of land described in last said deed; thence leaving said southerly line, North $1^{\circ}57'40''$ West along the easterly line of land described in last said deed, 26.08 feet to a point in the northerly line of said land described first in deed dated April 26, 1890; thence North $87^{\circ}50'30''$ East along said northerly line, 208.30 feet to the most westerly corner of said land described as Parcel 2 in deed dated August 21, 1961; thence along the northwesterly line of land described as Parcel 2 in last said deed as follows: Northeasterly along a curve to the left, having a radius of 1759.91 feet, through a central angle of $8^{\circ}01'14''$ (a radial line to said curve at last mentioned corner bears South $6^{\circ}36'30''$ East), an arc distance of 246.36 feet to a point of compound curve, continuing northeasterly along a curve to the left, having a radius of 2714.82 feet, through a central angle of $10^{\circ}33'36''$, an arc distance of 500.36 feet to an angle point in said northwesterly line and South $25^{\circ}11'20''$ East 50 feet to another angle point in said northwesterly line; thence leaving said northwesterly line and continuing South $25^{\circ}11'20''$ East 50 feet to a point in a line concentric with and distant 100 feet southeasterly, measured radially from said above described curve having a radius of 2714.82 feet; thence southwesterly along said concentric line and the southwesterly prolongation thereof, on a curve to the right, having a radius of 2814.82 feet, through a central angle of $14^{\circ}54'31''$ (a radial line to last said curve at the last mentioned point bears South $25^{\circ}11'20''$ East), an arc distance of 732.42 feet to a point in a line parallel with and distant 50 feet northerly, measured at right angles from said center line of main track; thence South $87^{\circ}50'30''$ West along said parallel line, being also the southerly line of said land described first in said deed dated April 26, 1890, a distance of 1450.72 feet to the Point of Beginning, containing an area of 3.699 acres, more or less.

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Parcel D

Being portions of land described second in deed dated April 26, 1890, from John F. Humphreys to the Southern Pacific Railroad Company, recorded April 26, 1890, in Book 642 of Deeds, Page 277, Records of said County, and land described as Parcel No. 1 in deed dated May 26, 1960, from Thomas W. Mitchell, et al. to Southern Pacific Company recorded July 1, 1960, in Book D896, Page 686, Official Records, of said County, and more particularly described as follows:

Beginning at the northeasterly corner of said land described second in deed dated April 26, 1890, distant 50 feet southerly, measured at right angles from the center line of Southern Pacific Transportation Company's main track (Palmdale to Saugus), as said track was relocated in 1890, opposite Engineer's Station 1454+00; thence South 2°09'30" East along the easterly line of said land described second in last said deed, 100 feet to the southeasterly corner thereof; thence South 87°50'30" West along the southerly line of said land described second in last said deed, 2200 feet to the southwesterly corner thereof; thence North 2°09'30" West along the westerly line of said land described second in last said deed, 10.26 feet to the southeasterly corner of said land described as Parcel No. 1 in deed dated May 26, 1960; thence South 86°02'45" West along the southerly line of said land described as Parcel No. 1 in last said deed, 371.72 feet to the southeasterly corner of land described in that certain indenture dated May 26, 1969, from Southern Pacific Company the State of California, recorded August 15, 1969, in Book D4468, Page 961, Official Records of said County; thence North 15°49'44" East (bearing shown as North 15°50'26" East in last said indenture) along the easterly line of land described in last said indenture, 26.57 to point in a line parallel with and distant 25 feet northerly, measured at right angles from said southerly line of land described as Parcel No. 1 in deed dated May 26, 1960; thence North

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86°02'45" East along last said parallel line and the easterly prolongation thereof, 1461.78 feet; thence North 84°26'45" East 128.17 feet to a point; thence easterly along a curve to the left, having a radius of 2914.82 feet, through a central angle of 4°31'43" (a radial line to said curve at the last mentioned point bears South 5°33'15 East), an arc distance of 230.39 feet to a point in a line parallel with and distant 50 feet southerly, measured at right angles from said center line of main track; thence North 87°50'30" East along last said parallel line, being also the northerly line of said land described second in said deed dated April 26, 1890, a distance of 745.13 feet to the Point of Beginning, containing an area of 3.918 acres, more or less.

Parcel 33 (V-51/16 Parcels 24, 25 and 26, V-51/17 Parcel 12)

A parcel of land situated in the southeast quarter of Section 21, Township 4 North, Range 15 West, S.B.B.& M., being all of the lands described in the following four deeds:

- (1) Deed dated July 19, 1960, from Grace M. Nadeau to Southern Pacific Company, recorded August 25, 1960, in Book D955, Page 714, Official Records of said County.
- (2) Deed dated July 29, 1960, from Elton C. Anderson, et ux., to Southern Pacific Company, recorded September 22, 1960, in Book D982, Page 892, Official Records of said County.
- (3) Deed dated September 14, 1960, from Deanna Joan Ralphs, et al., to Southern Pacific Company, recorded December 5, 1960, in Book D1054, Page 566, Official Records of said County.
- (4) Deed dated February 9, 1961, from H.M. Boyd, et al., to Southern Pacific Company, recorded July 10, 1961, in Book D1280, Page 28, Official Records of said County.

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EXCEPTING from said above mentioned deed (3) from Deanna Joan Ralphs, et al., all of the land described in deed dated December 6, 1960, from Southern Pacific Company to H.M. Boyd, et al., and more particularly described therein as follows:

"COMMENCING at the southeast corner of said Section 21; thence South 89°20' West along the south line of said Section 21, a distance of 989.76 feet to a point in the east line of the west half of the west half of the southeast quarter of the southeast quarter of said Section 21, and the actual point of beginning of the parcel of land to be described; thence North 0°03' West, along said east line, 60.03 feet; thence South 86°02'45" West, a distance of 496.00 feet to a point in the west line of the east half of the east half of the southwest quarter of the southeast quarter of said Section 21; thence South 0°03' East along said west line, 31.60 feet to a point in said south line of said Section 21; thence North 89°20' East along said south line, 494.88 feet to the actual point of beginning, containing an area of 0.52 of an acre, more or less."

Also EXCEPTING from said above mentioned deeds (2) from Elton C. Anderson, et ux., (3) from Deanna Joan Ralphs, et al., and (4) from H.M. Boyd, et al., all of the lands described in deed dated November 13, 1991, from Southern Pacific Transportation Company to County of Los Angeles, recorded November 26, 1991, as Instrument No. 91 1867456, Official Records of said County.

Parcel 34 (V-51/17 Portion of Parcel 2)

A parcel of land situated in the southeast quarter of the southwest quarter of Section 21 and the east half of the northwest quarter of Section 28, Township 4 North, Range 15 West, S.B.B.& M., being that portion of the 100 foot wide strip of land described in deed dated April 23, 1890, from Mary A. Roberts to Southern Pacific Railroad Company,

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recorded April 26, 1890, in Book 643 of Deeds, Page 252, Records of said County, lying northerly and easterly of the following described line:

Commencing at the point of intersection of the east line of said southwest quarter of Section 21, with the northerly line of said strip of land (100 feet wide) as described in last said deed, distant North 0°03' West 90.55 feet, measured along said east line, from the southeast corner of said southwest quarter of Section 21; thence South 86°02'45" West along said northerly line and the westerly prolongation of the tangent portion thereof, 643.17 feet; thence South 3°57'15" East at right angles from last described course, 150.00 feet; thence South 86°02'45" West at right angles from last described course, 203.73 feet to a point in the southeasterly line of said strip of land (100 feet wide) and the ACTUAL POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; thence continuing South 86°02'45" West 96.27 feet; thence at right angles North 3°57'15" West 50.00 feet; thence at right angles South 86°02'45" West 49.90 feet to a point in the northwesterly line of said strip of land, and the westerly terminus of the line herein described.

Said above described line being also the northerly line of land described in deed dated August 28, 1980, from Eleanor Wilson to Southern Pacific Transportation Company, recorded September 2, 1980, as Instrument No. 80-843642, Official Records of said County.

Parcel 35 (V-51/17 Parcel 20)

A parcel of land situated in the northwest quarter of the northwest quarter of Section 28 and the south half of the southwest quarter of Section 21, Township 4 North, Range 15 West, S.B.B. & M., being all of the lands described in deed dated January 16, 1962, from The Newhall Land and Farming Company to Southern Pacific Company, recorded January 3, 1963, in Book D1872, Page 383, Official Records of said County.

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EXCEPTING therefrom all of the land described in deed dated August 8, 1968, from Southern Pacific Company to The Newhall Land and Farming Company, recorded August 22, 1968, in Book D4109, Page 597, Official Records of said County.

Parcel 36 (V-51/17 Parcels 13, 16, 17 and 26)

A parcel of land situated in the northwest quarter of Section 28, the northeast quarter of Section 29, and the south half of the south half of Section 20, Township 4 North, Range 15 West, S.B.B.& M., being all of the lands described in the following four deeds:

- (1) Deed dated July 19, 1960, from Paul E. Wilson, et ux., to Southern Pacific Company, recorded September 7, 1960, in Book D968, Page 112, Official Records of said County.
- (2) Deed dated August 29, 1961, from Lester T. Hope, et ux., to Southern Pacific Company, recorded July 13, 1962, in Book D1683, Page 623, Official Records of said County.
- (3) Deed dated November 27, 1962, from Helen King Chagnon to Southern Pacific Company, recorded December 5, 1962, in Book D1844, Page 691, Official Records of said County.
- (4) Parcel A as described in deed dated August 3, 1962, from Louis James Curran, et ux., to Southern Pacific Company, recorded November 13, 1962 in Book D1819, Page 812, Official Records of said County.

Parcel 37 (V-51/17 Portions of Parcels 5 and 6)

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A strip of land, 100 feet wide, situated in the south half of Section 20, Township 4 North, Range 15 West, S.B.B. & M., being those portions of the 100 foot wide strips of land described in the following two deeds:

- (1) Deed dated April 23, 1890, from Wm. F.S. Erwin to Southern Pacific Railroad Company, recorded April 26, 1890, in Book 652 of Deeds, Page 79, Records of said County.
- (2) Deed dated April 23, 1890, from Francis M. Erwin to Southern Pacific Railroad Company, recorded April 26, 1890, in Book 652 of Deeds, Page 81, Records of said County.

The side lines of said 100 foot wide strip of land are bounded on the most southerly terminus by the following described line: Commencing at the northeast corner of the southeast quarter of the southwest quarter of said Section 20; thence North 89°53'55" West along the north line of said southeast quarter of the southwest quarter of Section 20, a distance of 295.42 feet to the northwesterly corner of "Parcel No. 2" as described in deed dated December 28, 1962 from Edith F. Rowland, et al., to Southern Pacific Company, recorded January 2, 1963, in Book D1870, Page 270, Official Records of said County; thence South 42°10'40" East along the southwesterly line of last said "Parcel No. 2" a distance of 348.81 feet to the most southerly corner thereof, being a point in the southwesterly line of said 100 foot wide strip of land described in said deed recorded in Book 652, Page 79 and the True Point of Beginning of the line to be described; thence continuing South 42°10'40" East along the southeasterly prolongation of said southwesterly line of last said "Parcel No. 2", a distance of 305.87 feet; thence South 42°25'13" East 110.47 feet to the most northerly corner of "Parcel B" as described in deed dated August 3, 1962, from Louis James

Curran, et ux., to Southern Pacific Company, recorded November 13, 1962, in Book D1819, Page 812, Official Records of said County, being a point in the northeasterly line of land of said 100 foot wide strip of land described in said deed recorded in Book 652, Page 81.

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And on the most northerly terminus by the following described line: Commencing at the northwest corner of the southwest quarter of said Section 20; thence South $89^{\circ}57'10''$ East along the north line of said southwest quarter of Section 20, a distance of 1150.42 feet to a point in the southwesterly line of "Parcel No. 4" as described in deed dated December 28, 1962, from Edith F. Rowland, et al., to Southern Pacific Company, recorded January 2, 1963, in Book D1870, Page 270, Official Records of said County; thence South $42^{\circ}10'40''$ East along said southwesterly line of "Parcel No. 4", a distance of 926.99 feet to the southwesterly corner of said "Parcel No.4" being a point in the northeasterly line of said 100 foot wide strip of land described in deed recorded in Book 652 of Deeds, Page 79 and the True Point of Beginning of the line to be described; thence South $36^{\circ}18'27''$ East crossing said 100 foot wide strip of land as described in last said deed, 151.49 feet to the northwesterly corner of "Parcel No. 3" as described in said deed from Edith F. Rowland, et al., being a point in the southwesterly line of said 100 foot wide strip of land described in deed recorded in Book 652 of Deeds, Page 79.

EXCEPTING from said above mentioned deeds (1) from Wm. F. S. Erwin and (2) from Francis M. Erwin all of the land lying contiguous to and northeasterly of a line parallel with and distant 75 feet northeasterly, measured at right angles, from the existing center line of main track of the Southern Pacific Transportation Company (Saugus line), said parallel line extends from the most northerly corner of "Parcel No. 1" as described in deed dated December 28, 1962, from Edith F. Rowland, et al to Southern Pacific Company, recorded January 2, 1963, in Book D1870, Page 270, Official Records of said County, North

42°10'40" West 962.3 feet to a point in the east line of the west half of the northeast quarter of the southwest quarter of said Section 20, being an angle point in the northeasterly line of "Parcel No. 4" as described in said deed from Edith F. Rowland, et al., at the southeasterly terminus of the course described therein as having a bearing and distance of "South 42°10'40" East, 104.09 feet."

Parcel 38 (V-51/17 Parcels 14, 15, 21 to 25)

Those certain parcels of land situated in the west half of Section 20 and the northeast quarter of Section 19, Township 4 North, Range 15 West, S.B.B.& M., being all of the lands described in the following three deeds:

- (1) Deed dated September 8, 1960, from Ethel M. Furnivall, et al., to Southern Pacific Company, recorded January 24, 1961, in Book D1101, Page 481, Official Records of said County.
- (2) Deed dated May 14, 1962, from Joseph F. Baudino, et ux., to Southern Pacific Company, recorded July 18, 1962, in Book D1688, Page 523, Official Records of said County.
- (3) Deed dated December 28, 1962, from Edith F. Rowland, et vir., to Southern Pacific Company, recorded January 2, 1963, in Book D1870, Page 270, Official Records of said County.

Parcel 39 (V-51/17 Parcel 8, Portion of Parcel 7)

A strip of land, 100 feet wide, situated in the west half of the northwest quarter of Section 20 and the east half of the northeast quarter of Section 19, Township 4 North, Range 15 West, S.B.B.& M., being a portion of the 100 foot wide strip of land described in

deed dated April 25, 1890, from C.L. Varner, et al., to the Southern Pacific Railroad Company, recorded April 26, 1890, in Book 652 of Deeds, Page 78, Records of said County, and all of the land described in deed dated April 25, 1890, from C.C. Rising to the Southern Pacific Railroad Company, recorded April 26, 1890, in Book 652 of Deeds, Page 76, Records of said County, the side lines of said 100 foot wide strip terminate as follows:

Southerly by the following described line: Commencing at the northwest corner of the southwest quarter of said Section 20; thence South $89^{\circ}57'10''$ East, along the north line of said southwest quarter of said Section 20, a distance of 1150.42 feet to a point in the southwesterly line of "Parcel No. 4" as described in deed dated December 28, 1962, from Edith F. Rowland, et al., to Southern Pacific Company, recorded January 2, 1963, in Book D1870, Page 270, Official Records of said County; thence along last said southwesterly line as follows: North $42^{\circ}10'40''$ West, 216.31 feet, North $40^{\circ}34'40''$ West, 54.01 feet to a point, northwesterly along a curve to the right, having a radius of 2914.82 feet and a central angle of $2^{\circ}51'20''$ (tangent to said curve at last mentioned point is the last described course), an arc distance of 145.27 feet to a point, North $37^{\circ}43'20''$ West tangent to said curve at last mentioned point, 54.01 feet and North $36^{\circ}07'20''$ West, 203.67 feet to the northwesterly corner of last said "Parcel No. 4", being a point in the easterly line of the 200 foot wide Congressional Grant right-of-way, dated March 3, 1875, and the True Point of Beginning of the line to be described; thence leaving last said southwesterly line, North $50^{\circ}56'18''$ West crossing the Congressional Grant right-of-way including the 100 foot wide strip of land described in said deed from C.L. Varner, a distance of 242.14 feet to the southeasterly corner of "Parcel No. 5" as described in said deed from Edith F. Rowland, being a point in the westerly line of said 200 foot wide Congressional Grant right-of-way.

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And said 100 foot wide strip terminates westerly in the west line of said east half of the northeast quarter of Section 19.

Parcel 40 (V-51/18 Parcel 2, V-51/19 Parcel 1)

A strip of land, 100 feet in width, situated in the Rancho San Francisco, being all of the land described in deed dated November 16, 1897 from The Newhall Land and Farming Company to the Southern Pacific Railroad Company, recorded April 22, 1898 in Book 1235 of Deeds, page 2, records of said County.

EXCEPTING therefrom the 40 foot wide strip of land described in deed dated July 31, 1991 from Southern Pacific Transportation Company to the Los Angeles County Transportation Commission, recorded August 1, 1991 as Document No. 91-1194263, in the Official Records of said County.

Also EXCEPTING therefrom that portion of the 40 foot wide strip of land described in deed dated June 13, 1991 from the Southern Pacific Transportation Company to the Los Angeles County Transportation Commission, recorded June 14, 1991, as Document No. 91-897514 in Official Records of said County.

Also EXCEPTING therefrom a portion of the land described in deed dated July 19, 1984 from Southern Pacific Transportation Company to GVD Commercial Properties, Inc., recorded November 30, 1984, as Document No. 1414764 in Official Records of said County.

Parcel 41 (V-51/18 and 19, V-45/1 and 2, Various Parcels)

A strip of land 100 feet in width, situated in the Rancho San Francisco, as described in deed dated June 9, 1876, from H.M. Newhall to the Southern Pacific Railroad Company, recorded June 20, 1876, in Book 47 of Deeds, page 300, records of said County.

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EXCEPTING therefrom that portion of the land described in deed dated April 17, 1915 from the Southern Pacific Railroad Company to The Newhall Land and Farming Company, recorded May 4, 1915 in Book 6038 of Deeds, Page 144, Records of said County.

Also EXCEPTING therefrom a 100 foot wide strip of land described in deed dated June 16, 1884 from Southern Pacific Railroad Company to the Newhall Land and Farming Company, being that portion of the 100 foot wide strip of land described in said deed dated June 9, 1876 lying equally 50 feet on each side of the following described center line:

Beginning at the point of intersection of the located center line of the Southern Pacific Railroad Company as described in said deed dated June 9, 1876, at Engineers Station 18677+50 with the southerly line of land described in said deed dated April 17, 1915 from the Southern Pacific Railroad Company to The Newhall Land and Farming Company, recorded May 4, 1915 in Book 6038 of Deeds, Page 144, Records of said County; thence westerly and northwesterly along said located center line, to the point of intersection of said center line at Engineers Station 18749+80.4 with last said southerly line.

The side lines of said 100 foot wide strip of land as described in said deed dated June 16, 1884, terminate in the southerly lines of said deed dated April 17, 1915.

Also EXCEPTING therefrom that portion of the land described in deed dated July 19, 1984 from Southern Pacific Transportation Company to GVD Commercial Properties, Inc., recorded November 30, 1984, as Document No. 1414764 in Official Records of said County.

Also EXCEPTING therefrom that portion of the 40 foot wide strip of land described in deed dated June 13, 1991 from the Southern Pacific Transportation Company to the Los Angeles County Transportation Commission, recorded June 14, 1991, as Document No. 91-897514 in Official Records of said County.

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Parcel 42 (V-51/18 Parcel 7)

A parcel of land situated in that portion of Section 24, Township 4 North, Range 16 West, in the Rancho San Francisco, as shown on a Licensed Surveyor's Map filed in Book 25, Page 12, Record of Surveys of said County, being all of the land described in deed dated April 20, 1966 from the Los Angeles County Fair Association to the Southern Pacific Company, recorded May 9, 1966 in Book D 3297 of Official Records, page 895, records of said County.

Parcel 43 (V-51/18 Parcels 3, 4 and 5)

Those certain parcels of land situated in the Rancho San Francisco, being all of the lands described in two deeds to the Southern Pacific Railroad Company, Grantee, recorded in the Official Records of the County of Los Angeles as follows:

	<u>Grantor</u>	<u>Official Recorded</u>	<u>Records</u>	<u>Pages</u>
(1)	William G. Bonelli, et ux.	April 23, 1943	19956	229
(2)	William G. Bonelli, et ux.	March 27, 1944	20760	186

EXCEPTING from said deed recorded April 23, 1943, all of the land described in the following deeds:

- (a) Deed dated September 20, 1966 from the Southern Pacific Company to County Sanitation District No. 26 of Los Angeles County, recorded October 26, 1966 in Book D3464 of Official Records, page 817 records of said County.
- (b) Deed dated July 7, 1969 from Southern Pacific company to the County Sanitation District No. 26 of Los Angeles County, recorded August 22, 1969, in Book D4474 of Official Records, page 692, records of said County.

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- (c) Deed dated October 9, 1959 from Southern Pacific Company to Bouquet Canyon Water Company, recorded May 20, 1966 in Book D3311 of Official Records, page 799, records of said County.

Parcel 44 (V-51/18 Parcels 8 and 9, V-51/19 Parcels 10 and 11)

Those certain parcels of land situated in the Rancho San Francisco, being all of the land described in three deeds to the Southern Pacific Transportation Company, Grantee, recorded in the Official Records of County of Los Angeles as follows:

	<u>Grantor</u>	<u>Recorded</u>	<u>Official Records</u>	<u>Page</u>
(1)	Great Western Savings and Loan Association	November 12, 1974	D-6470	339
(2)	Metropolitan Water District of Southern California	August 20, 1971	D-5166	158
(3)	Keysor-Century Corporation	December 31, 1974	D-6515	459

Parcel 45 (V-51/18 Parcel 10)

A parcel of land situated in the Rancho San Francisco, being all of the land described in Final Order of Condemnation dated December 19, 1974, William G. Bonelli, et al, Defendants, and Southern Pacific Transportation Company, Plaintiff, recorded January 7, 1975 in Book D-6522 of Official Records, page 174 records of said County.

Parcel 46 (V-45/2-5, Various Parcels)

A strip of land situated in the Rancho Ex-Mission San Fernando, being a portion of the 100 foot wide strip of land described first in deed dated June 12, 1877, from Charles

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Maclay, et al., to the Southern Pacific Railroad Company, recorded October 22, 1877, in Book 57 of Deeds, page 282, records of said County.

EXCEPTING therefrom that portion of the 40 foot wide strip of land described in deed dated June 13, 1991 from the Southern Pacific Transportation Company to the Los Angeles County Transportation Commission, recorded June 14, 1991, Document No. 91-897514 of Official Records of said County.

Also EXCEPTING therefrom all of the land described in deed dated November 15, 1910 from the Southern Pacific Transportation Company and Southern Pacific Company to the County of Los Angeles, and more particularly described therein as follows:

"Beginning at a point on the Southerly right-of-way line of the Southern Pacific Railroad, said point being on a curve concave to the Southwest, having a radius of one thousand ninety-six and one hundredth (1096.01) feet and distant fifty feet (50') Southerly from, and at right angles to center line of originally constructed track of the Southern Pacific Railroad at Engineer's Station 333 plus 10.2; thence following said Southerly right-of-way line and along said curve a distance of Two Hundred One and three-tenths (201.3) feet, to the end of said curve; thence along said Southerly right-of-way line North seventy one (71) degrees Twenty-five (25) minutes West a distance of three hundred fifty-five and six tenths (355.6) feet to the beginning of a curve concave to the North-east having a radius of one thousand nine hundred fifty nine and ninety-one hundredths (1959.91) feet, thence following said Southerly right-of-way line and along said last mentioned curve a distance of Two hundred fifty and sixty four hundredths (250.64) feet; thence Easterly on a curve concave to the North-east, having a radius of One thousand six hundred Twenty-eight and ninety-one hundredths (1628.91) feet a distance of One Hundred forty and four-tenths (140.4) feet to the end of said curve; thence South seventy one (71) degrees Twenty-five (25) minutes East

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a distance of Four Hundred seven and three tenths (407.3) feet to a point, said point being distant Forty (40) feet at right angles Southwesterly from the center line of the originally constructed track of the Southern Pacific Railroad at Engineer Station 330 plus 41.7; thence Southeasterly along a curve concave to the Southwest having a radius of eleven hundred eighty six and five tenths (1186.5) feet, a distance of Two Hundred sixty and two tenths (260.2) feet to the point of beginning."

Also EXCEPTING therefrom all of the land described in deed dated December 9, 1975 from Southern Pacific Transportation Company to the State of California shown therein as Parcel (43511-B) and more particularly described therein as follows:

"Beginning at the southeasterly terminus of that certain course in the center line of the strip of land, 60 feet wide, described in deed recorded in Book 4419, page 41 of Deeds in said office, as having a bearing of N 32°48'45" W and a length of 174.18 feet; thence along said certain course, N 32°26'04" W, 174.18 feet to a curve in said center line being concave Southwesterly and having a radius of 1066.36 feet; thence Northwesterly, along said last mentioned curve, through an angle of 4°35'16", a distance of 85.39 feet; thence along the prolongation of a radial line of said last mentioned curve, N 52°58'40" E, 130.00 feet to a point in the northeasterly line of said Company's land, said last mentioned point being the TRUE POINT OF BEGINNING of this description; thence N 44°11'13" W, 70.22 feet; thence N 44°03'55" W, 100.70 feet; thence N 49°06'37" W, 93.20 feet; thence 53°40'13" W, 161.57 feet; thence S 70°33'53" W, 17.00 feet; thence N 74°10'52" W, 14.70 feet to a curve concave Southwesterly and having a radius of 1111.50 feet; thence Northwesterly, along said last mentioned curve, from a tangent which bears N 59°06'39" W, through an angle of 0°19'19", a distance of 6.25 feet; thence N 19°26'07" W, 13.53 feet; thence N 56°27'54" W, 91.30 feet; thence N 68°24'43" W, 41.37 feet; thence N 47°25'09" W,

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42.83 feet to said northeasterly line of said Company's land; thence Southeasterly along said northeasterly line to the TRUE POINT OF BEGINNING.

EXCEPTING from the above-described parcel of land that portion lying Southerly of the easterly prolongation of that certain course hereinbefore described as having a bearing of S 70°33'53" W and a length of 17.00 feet."

Also EXCEPTING therefrom that portion of the land described in deeds from the Southern Pacific Transportation Company, Grantor, recorded in Official Records of the County of Los Angeles as follows:

	<u>Grantee</u>	<u>Recorded</u>	<u>Instrument Number</u>
(a)	Mission Plaza Partners	February 14, 1989	89-237540
(b)	T.G. Super Exchange Corp.	September 8, 1989	89-1452000
(c)	T.G. Super Exchange Corp.	September 8, 1989	89-1452003

Parcel 47 (V-45/6 Parcels 4a and 4b)

A parcel of land situated in Lot No. 2 of Section 11, Township 1 North, Range 14 West, S.B.B. & M., City of Burbank, as said Lot is shown on the map attached to the deed recorded on December 18, 1895, in Book 1055 of Deeds, Page 140, Records of said County and being portions of the lands described in the following two condemnations:

- (1) That portion of the land described in Condemnation dated September 26, 1902, Southern Pacific Railroad Company, Plaintiff, vs. Richard Dillon, Administrator of the Estate of Annie Madegan, Defendant, filed September 26, 1902 and recorded in Book 1623 of Deeds, page 297, records of said County, lying northeasterly of a line parallel with and distant 100 feet southwesterly, measured at right angles, from

the center line of the main track of the Southern Pacific Transportation Company (Saugus Main).

EXCEPTING therefrom that portion of the land described in Judgment dated May 28, 1985, Southern Pacific Transportation Company, et al., Defendant vs. Redevelopment Agency of the City of Burbank, Plaintiff, recorded June 10, 1985 as Instrument No. 85-648794 of Official Records of Los Angeles County.

- (2) That portion of the land described in Final Order of Condemnation dated May 29, 1903, Southern Pacific Railroad Company, Plaintiff, vs. Edward J. White, et al., Defendants, and more particularly described therein as follows:

"Commencing at a point on the southwest line of the right of way of the Southern Pacific Railroad Company as now operated from Saugus to Los Angeles, distant thirty (30) feet northwesterly at right angles from the southeast boundary line of said lot number two (2), said point being situated in the northwest line of a public road; thence running southwesterly along said northwest line of said public road and parallel to said southeast line of lot number two (2) to a point distant sixty (60) feet southwesterly at a right angle from the center line of the Chatsworth-Burbank Branch of the Southern Pacific Railroad, as said center line was located and marked upon the ground with stakes from Chatsworth Park to Burbank in the year of our Lord, 1901; thence running northwesterly, and parallel to said located center line and at a uniform distance of sixty (60) feet southwesterly at a right angle therefrom, 600 feet, more or less, to a point situate at a right angle from said located center line at engineer survey station "A" 886 plus 00 of said located center line; thence northeasterly, normal to said center line thirty (30) feet to a point on the southwesterly line of said right of way of Chatsworth-Burbank Branch of said

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Southern Pacific Railroad; thence southeasterly, along said southwest line of said right of way to an intersection with said southwest line of the right of way of the Southern Pacific Railroad Company as operated between Saugus and Los Angeles; and thence southeasterly along said line of right of way last named to the point of commencement."

Being that portion of last described condemnation thereof lying northeasterly of a line parallel with and distant 100 feet southwesterly, measured at right angles, from the center line of the main track of the Southern Pacific Transportation Company (Saugus Main).

Parcel 48 (V-45/6 Parcels 5 and 6, V-45/7 Parcel 1)

A parcel of land situated in the Scott Tract of the San Rafael Rancho and the Providencia Rancho, partly in the City of Burbank and partly in the City of Glendale, being portions of the lands described in the following two deeds:

- (1) All of the land described in deed dated February 28, 1873 from David Burbank to the Southern Pacific Railroad Company, recorded February 28, 1873 in Book 24 of Deeds, page 63, records of said County.
- (2) That portion of the land described "Second" in deed dated April 29, 1887 from Providencia Land, Water and Development Company to the Southern Pacific Railroad Company, recorded June 6, 1887 in Book 228 of Deeds, page 248 records of said County.

EXCEPTING from said above mentioned deed (2) from Providencia Land, Water and Development Company that portion bounded as follows:

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Northwesterly by the southeasterly line of Magnolia Avenue (now Boulevard - 80 feet wide), as said Avenue is described in that certain indenture, dated February 16, 1927, between the Southern Pacific Company, Southern Pacific Railroad Company, and the City of Burbank, recorded February 26, 1927 in Book 4727, Page 76, Official Records of said County.

Northeasterly by the northeasterly line of said land described "Second" in deed dated April 29, 1887.

Southeasterly by that portion of the northwesterly line of land described in deed dated September 2, 1941, from Southern Pacific Railroad Company and Southern Pacific Company to the Andrew Jergens Company, recorded November 26, 1941, in Book 18954, Page 139, Official Records of said County, described as follows: Commencing at the point of intersection of the center line of Olive Avenue, 100 feet in width, as described in that certain indenture dated September 4, 1930, between the Southern Pacific Company, the Southern Pacific Railroad Company and City of Burbank, recorded September 6, 1930, in Book 10200 of Official Records, at page 162 in the Office of County Recorder of said County, with the southwesterly line of the land secondly described in said deed dated April 29, 1887; thence North 40°12'10" East along the center line of said Olive Avenue, 155 feet to the actual point of beginning of the line to be described; thence continuing North 40°12'10" East along said center line of Olive Avenue, 16.70 feet; thence South 58°19'08" East 198.06 feet to a point in said northeasterly line of land described "Second" in deed dated April 29, 1887.

Southwesterly by the northeasterly line of lands described in the following three deeds:

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- (a) deed dated October 15, 1946, from Southern Pacific Railroad Company and Southern Pacific Company to Freeze-It Corporation, recorded February 11, 1947 in Book 24203, Page 391, Official Records of said County,
- (b) deed dated April 1, 1946, from Southern Pacific Railroad Company and Southern Pacific Company to Freeze-It Corporation, recorded July 26, 1946, in Book 23392, Page 441, Official Records of said County, and
- (c) deed dated August 2, 1941, from Southern Pacific Company to Tide Water Associated Oil Company, recorded September 2, 1941, in Book 18623, Page 305, Official Records of said County.

Also EXCEPTING from said above mentioned deed (1) from David Burbank and deed (2) from Providencia Land, Water and Development Company that portion of the 40 foot wide strip of land described in deed dated June 13, 1991 from the Southern Pacific Transportation Company to the Los Angeles County Transportation Commission, recorded June 14, 1991, Document No. 91-89514 of Official Records of said County.

PARCEL 49 (V-45/7 Parcels 3, 5, 7, 8 and 9, V39/1 Parcel 1, Portion of Parcel 5)

A parcel of land situated in the San Rafael Rancho, partly in the City of Glendale and partly in the City of Los Angeles, being all of the lands described in the following five deeds to the Southern Pacific Railroad Company, Grantee, recorded in deed records of the County of Los Angeles as follows:

	<u>Grantee</u>	<u>Recorded</u>	<u>Book</u>	<u>Page</u>
(1)	Rafaela Verdugo de Sepulveda	July 5, 1873	25	209
(2)	George Hansen	February 25, 1873	24	18



(3)	Andrew Glassel, et. al.	February 25, 1873	24	15
(4)	Benjamin Dreyfus	February 27, 1873	24	50
(5)	William C.B. Richardson	August 11, 1873	25	551

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EXCEPTING from said above mentioned deed (5) from William C.B. Richardson that portion included within Lots A to H as shown on Parcel Map Gln. No. 1558, recorded May 25, 1989, in Book 217, page 85 of Parcel Maps, records of Los Angeles County.

Also EXCEPTING from last mentioned five deeds that portion of the 40 foot wide strip of land described in deed dated June 13, 1991 from the Southern Pacific Transportation Company to the Los Angeles County Transportation Commission, recorded June 14, 1991, Document No. 91-897514 of Official Records of said County.

Also EXCEPTING from said above mentioned deed (3) from Andrew Glassel, et al. that portion lying southeasterly of the southeasterly line of Allesandro Parkway in the City of Los Angeles, as shown on the Map of Tract No. 14215, recorded August 5, 1947, in Book 307, at page 8 of Map, records of said County, said southeasterly line crosses the main line of the Southern Pacific Transportation Company (Burbank to Taylor), at Engineer's Station 914+25 (M.P. 478.21).

Also EXCEPTING from said above mentioned deed (3) from Andrew Glassel, et al. that portion of that certain 2296.11 acre tract of land allotted to Andrew Glassell and Alfred B. Chapman, in Rancho San Rafael, in the City of Los Angeles, in the County of Los Angeles, State of California, entered in the District Court of the 17th Judicial District Court Case No. 1621 of the State of California, in and for the County of Los Angeles, file in Book "B", Page 671, et seq. of Judgments, as described in the deed to Southern Pacific Railroad Company, recorded February 25, 1873, in Book 24, Page 15 of Deeds, in the Office of the

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County Recorder of said County, that portion of Parcel B of Parcel Map - L.A. No. 647, in said City, County and State, as per map filed in Book 5, Page 7 of Parcel Maps, in the Office of said County Recorder and that portion of Allesandro Parkway (150.00 feet wide) in said City, County and State, as shown and dedicated on the map of Tract No. 14215, recorded in Book 307, Page 8 of Maps, in the Office of said County Recorder, described as follows:

Commencing at the northeasterly terminus of the southeasterly line of said Allesandro Parkway, said northeasterly terminus being a point in the northeasterly boundary of the land as described in said deed to Southern Pacific Railroad Company, thence South 53°51'09" West, along said southeasterly line, 40.25 feet to the true point of beginning in a line that is concentric with and distant southwesterly 40.00 feet measured radially from said northeasterly boundary, said concentric line being a curve concave southwesterly and having a radius 17198.75 feet, a radial line of said curve to said point bears North 47°29'42" East; thence northwesterly along said curve, through a central angle of 0°37'38", an arc distance of 188.28 feet to a point in a curve concave southwesterly and having a radius of 2359.59 feet, a radial line of said last mentioned curve to said last mentioned point bears North 57°22'03" East; thence southeasterly along said last mentioned curve (through a central angle of 4°33'56") an arc distance of 188.02 feet to a point in said southeasterly line; thence North 53°51'09" East, along said southeasterly line, 40.86 feet to the true point of beginning. (Talyor Yard Survey Parcel 2A)

Parcel 50 (V-45/7 Parcel 2)

A parcel of land situated in the San Rafael Rancho, City of Glendale, being all of the land described in deed dated October 30, 1873 from Fernando de Sepulveda et ux. to the

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Southern Pacific Railroad Company, recorded in November 3, 1873 in Book 26 of Deeds, page 435, records of the County of Los Angeles.

EXCEPTING therefrom that portion of the land described indeed dated July 5, 1873 from Rafaela Verdugo de Sepulveda to the Southern Pacific Railroad Company, recorded July 5, 1873 in Book 25 of Deeds, Page 209, records of said County.

Also EXCEPTING therefrom all of the lands described in deed dated April 28, 1891 from Southern Pacific Railroad Company to Rafaela Verdugo de Sepulveda, recorded May 12, 1891 in Book 729 of Deeds, page 121, records of said County.

Parcel 51 (V-39/1 Portions of Parcels 45, 57 and 69) [Taylor Yard Survey Parcel 3A]

That portion of Parcel B of Parcel Map L.A. No. 647, in the City of Los Angeles, in the County of Los Angeles, State of California, as per map file in Book 5, Page 7 of Parcel Maps in the Office of the County Recorder of said County and that portion of Allesandro Parkway (150.00 feet wide) in said City, County and State as shown and dedicated on the map of Tract No. 14215, recorded in Book 307, Page 8 of Maps, in the Office of said County Recorder, which lies southeasterly of the southeasterly line of said Parcel B, described as a whole as follows:

Beginning at a point in the southeasterly line of said Allesandro Parkway, distant South 53°51'09" West, along said southeasterly line, 100.62 feet from its northeasterly terminus, said point being in the southwesterly boundary of the land described in the deed to Southern Pacific Railroad Company, recorded February 25, 1873, in Book 24, Page 15 of Deeds, in the office of said County Recorder; thence South 53°51'09" West, along said southeasterly line, 15.85 feet to a point in a curve concave southwesterly and having a radius of 2324.59 feet, a radial line of said curve to said point bears North 62°03'20" East; thence

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northwesterly along said curve, through a central angle of 1°37'02", an arc distance of 65.61 feet to a point in said southwesterly boundary, said southwesterly boundary being a curve concave southwesterly and having a radius of 17138.75 feet, a radial line of said last mentioned curve to said last mentioned point bears North 47°15'13" East; thence southeasterly along said last mentioned curve, through a central angle of 0°13'08", an arc distance of 65.49 feet to the point of beginning.

Parcel 52 (V-39/1 Portions of Parcels 45, 57 and 69) [Taylor Yard Survey Parcel 4A]

That portion of Parcel B of Parcel Map - L.A. No. 647, in the City of Los Angeles, in the County of Los Angeles, State of California, as per map filed in Book 5, Page 7 of Parcel Maps, in the office of the County Recorder of said County and that portion of Allesandro Parkway (150.00 feet wide) in said City, County and State as shown and dedicated on the map of Tract No. 14215, recorded in Book 307, Page 8 of Maps, in the office of said County Recorder described as follows:

Commencing at a point in the southeasterly line of said Allesandro Parkway, distant South 53°51'09" West, along said southeasterly line, 100.62 feet from its northeasterly terminus, said point being in the southwesterly boundary of the land described in the deed to Southern Pacific Railroad Company, recorded February 25, 1873, in Book 24, Page 15 of Deeds, in the office of said County Recorder; thence South 53°51'09" West, along said southeasterly line, 15.85 feet to the true point of beginning in a curve concave southwesterly and having a radius of 2324.59 feet, a radial line of said curve to said true point of beginning bears North 62°03'20" East; thence northwesterly along said curve, through a central angle of 1°37'02", an arc distance of 65.61 feet to a point in said southwesterly boundary, said southwesterly boundary being a curve concave southwesterly and having a radius of 17138.75

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feet, a radial line of said last mentioned curve to said last mentioned point bears north 47°15'13" East; thence northwesterly along said last mentioned curve, through a central angle of 0°56'33", an arc distance of 281.91 feet to a point in a curve concave southwesterly and having a radius of 2274.59 feet, a radial line of said last mentioned curve to said last mentioned point bears North 53°31'16" East; thence southeasterly along said last mentioned curve, through a central angle of 8°42'58", an arc distance of 346.02 feet to said southeasterly line; thence North 53°51'09" East, along said southeasterly line, 50.53 feet to the true point of beginning.

Parcel 53 (V-39/SL-1e Parcels 40 and 72) [Taylor Yard Survey Parcel 3B & 2B]

Two parcels of land situated in the City of Los Angeles described as follows:

Parcel A:

That certain parcel of land, 10.00 feet in width (and containing an area of 0.023 of an acre, more or less), in the City of Los Angeles, County of Los Angeles, State of California, being the southwesterly 10.00 feet of the property of the City of Los Angeles as shown on City Engineer's Map No. 8061, said parcel being bounded on the southeast by the northwesterly line of Dayton Avenue; bounded on the northwest by the southeasterly line of Riverside Drive; bounded on the southwest by the northeasterly line of Lot 3, Tract No. 1267, as per map recorded in Book 18, Pages 62 and 63 of Maps in the office of the County Recorder of said County and bounded on the northeast by a line that is parallel with and distant northeasterly 10.00 feet, measured at right angles from the northeasterly line of said Lot 3, said land being described Fourth in that certain Indenture, dated March 8, 1926, between the City of Los Angeles and the Southern Pacific Railroad Company and Southern

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Pacific Company, recorded on January 17, 1928, in Book 7087, Page 98 of Official Records, in the office of said County Recorder.

Parcel B:

That certain parcel of land, situated in the City of Los Angeles, County of Los Angeles, State of California, as described in that certain Indenture dated October 28, 1942 between the City of Los Angeles and Southern Pacific Railroad Company, recorded on May 21, 1943, in Book 19998, Page 293 of Official Records, in the office of the County Recorder of said County, said land being described in said Indenture as follows:

"That portion of Lot 1, Jeffries Tract, as per map recorded in Book 6, page 441, Miscellaneous Records of Los Angeles County, and that portion of San Fernando Road vacated by Ordinance No. 792 (New Series) of the City of Los Angeles included within a strip of land 20 feet in width extending Southerly from Riverside Drive, 100 feet wide, and lying easterly of and contiguous to the easterly line of that certain 10-foot strip of land described in that certain Indenture, dated March 8, 1926, between the City of Los Angeles and the Southern Pacific Railroad Company and Southern Pacific Company, recorded in Book 7087 of Official Records, page 98, Records of said Los Angeles County, containing an area of 1,394 square feet, more or less."

Parcel 54 (V-39/SL-1e Parcel 23 and SL-2 Parcel 128) [Taylor Yard Survey Parcel 4B]

A portion of Lot 58 of the Dayton Avenue Home Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 7, Page 89 of Maps, in the office of the County Recorder of said County, being that portion lying northeasterly of the northeasterly line of the land as described in the Decree of Quieting Title, entered in the Los Angeles County Superior Court Case No. 91853, a certified copy

of which was recorded October 31, 1918, as Instrument No. 142, in Book 6756, Page 30 of Deeds, in the office of said County Recorder.

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Parcel 55 (V-39/SL-1e Portion of Parcel 6 and Parcel 35) [Taylor Yard Survey Parcel 1B]

A portion of that certain 2790.16 acre tract of land allotted to Jesse D. Hunter, in Rancho San Rafael, in the City of Los Angeles, County of Los Angeles, State of California, entered in the district court of the 17th Judicial District Court Case No. 1621 of the State of California, in and for the County of Los Angeles, filed in Book "B", Page 671, et seq. of Judgments and those portions of Lots 2 and 3 of Tract No. 1267, in said city, county and state, as per map recorded in Book 18, Pages 62 and 63 of Maps, in the office of the County Recorder of said county, described as a whole as follows:

Beginning at the point of intersection of the easterly boundary of the land described in the deed to the Southern Pacific Railroad Company, recorded August 11, 1873, in Book 25, Page 548 of Deeds, in the office of said County Recorder, with the northerly line of Riverside Drive, 100 feet wide, as shown on the map of Southern Pacific Classification Yard Tract, recorded in Book 147, Pages 22 to 26, inclusive, of said maps, said northerly line being a curve concave northerly and having a radius of 345.14 feet, a radial line of said curve to said point bears South 5°30'44" East; thence westerly along said curve, through a central angle of 16°39'10", an arc distance of 100.31 feet to the southeast corner of Lot 9 of said Southern Pacific Classification Yard Tract; thence continuing along the northerly line of said Riverside Drive, North 78°51'34" West, 25.78 feet to the southwest corner of said Lot 9, said southwest corner being a point in the easterly line of the land as described in the City of Los Angeles Ordinance No. 44952 (new series), on file in the City Clerk's Office of said city; thence along said easterly line South 7°45'34" West 14.61 feet and southerly along a

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tangent curve concave easterly and having a radius of 209.07 feet, and arc distance of 35.41 feet to the northeasterly line of the land as described in the Decree of Quieting Title, entered in the Los Angeles County Superior Court Case No. 91853, a certified copy of which was recorded October 31, 1918, as instrument No. 142, in Book 6756, Page 30 of said deeds; thence leaving said easterly line, South 43°00'35" East, along said northeasterly line, 127.90 feet to an angle point therein; thence continuing along said northeasterly line South 35°00'35" East, 141.40 feet to the easterly line of said Lot 3; thence North 15°24'26" West, along said easterly line and its northerly prolongation, 170.81 feet to a point in said easterly boundary of the land described in said deed to the Southern Pacific Railroad Company, said easterly boundary being a curve concave easterly and having a radius of 5679.61 feet, a radial line of said curve to said point bears North 86°25'36" West; thence northerly along said curve, through a central angle of 0°51'19", an arc distance of 84.78 feet to the point of beginning.

Excepting therefrom that portion thereof included within the boundaries of that certain parcel of land described as Parcel B in the deed from Southern Pacific Transportation Company to Los Angeles County Transportation Commission, recorded December 21, 1990, as Instrument No. 90-2105714 of Official Records in the office of said County Recorder.

Together with all right, title and interest of Grantor in and to the following described
Parcels:

Parcel 56 (V-51/17 Parcel 29)

A parcel of land situated in the southeast quarter of Section 21, Township 4 North, Range 15 West, S.B.B. & M., being all of the land described in that certain easement granted

for the purpose of roadway access, dated August 29, 1986, from Park Sierra Properties, to Southern Pacific Transportation Company, recorded January 7, 1987, as Instrument 87-020983, Official Records of said County.

Parcel 57 (V-45/2 Parcels 9 and 10)

Those certain parcels of land situated in the Rancho Ex Mission San Fernando, City of Los Angeles, being all of the lands described in that certain easement granted for road purposes, dated June 16, 1936 from Standard Oil Company to Southern Pacific Company, and more particularly described therein as follows:

"Parcel No. 1:

A strip of land 12.00 feet in width lying 6.00 feet on each side of the following described center line:

COMMENCING at the point of intersection of the easterly line of the Southern Pacific Railroad Company's 100 foot right of way with the center line of San Fernando Road (having a bearing of South 37°01' West) as per deed recorded in Book 4837, page 101, of Deeds, records of said County of Los Angeles; thence North 20°40'30" West along said right of way line, a distance of 18.29 feet; thence continuing northwesterly along said right of way, on a curve concave southwesterly, having a radius of 1005.37 feet, an arc distance of 40.00 feet to the true point of beginning of parcel to be described; thence northerly along a curved line, concave westerly, (a radial line of said curve from last mentioned point bears North 78°40'18" West) having a radius of 152.60 feet, through an angle of 22°12'42", an arc distance of 59.16 feet to a point of reverse curve; thence continuing northerly along a curved line, concave easterly, having a radius of 198.17 feet, through an angle of 16°55' an arc distance of 58.51 feet to the end of said curve; thence North 6°02' East, tangent to last

described curve from last mentioned point, a distance of 48.93 feet; thence northeasterly along a curved line, concave southeasterly, having a radius of 80.00 feet, an arc distance of 78 feet, more or less, to a point in the southwesterly line of El Portal Road (50 feet wide) the center line of said El Portal Road is described in Book 4895, page 198, of Official Records, Records of said County.

The side lines of said parcel shall be lengthened or shortened so as to terminate in the southwesterly line of said El Portal Road and in the easterly line of the Southern Pacific Railroad Company's right of way, said parcel having an area of 2935 square feet, more or less."

"Parcel No. 2:

BEGINNING at a point in the easterly line of aforesaid Southern Pacific Railroad Company's right of way, distant South 20°40'30" East thereon 140 feet from its intersection with aforesaid center line of San Fernando Road; thence continuing southerly along said right of way line 398 feet, more or less, to a point in the northerly line of that certain parcel of land leased from the Standard Oil Company of California by the Southern Pacific Company by lease dated April 9, 1927; thence easterly along said northerly lease line 15.00 feet to a point; thence northerly, parallel with said easterly right of way line 357 feet to a point; thence northwesterly in a direct line 44 feet, more or less, to the point of beginning, having an area of 5662 square feet, more or less."

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ESCROW AGREEMENT

This ESCROW AGREEMENT ("Escrow Agreement") is entered into as of this 16th day of December, 1992, by and among LOS ANGELES COUNTY TRANSPORTATION COMMISSION, a county transportation commission existing under the authority of §130050 et seq. of the California Public Utilities Code ("LACTC") and Southern Pacific Transportation Company, a Delaware corporation ("SPTC", collectively, LACTC and SPTC shall be referred to herein as the "Depositors") and Stewart Title Company (the "Escrow Agent"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Agreement (defined below).

Recitals

A. The Depositors are parties to the Purchase and Sale Agreement dated September 30, 1992 (the "Agreement").

B. Pursuant to the Agreement, LACTC was to convey to SPTC by grant deed (the "LACTC Deed") Tract A lying easterly of the easterly line of the Light Rail Corridor (the "LACTC Property") and SPTC was to convey to LACTC by grant deed (the "SPTC Deed") the Main Line Right of Way and Light Rail Corridor (the "SPTC Property").

C. The LACTC Property and the SPTC Property could not be conveyed on the Closing Date because of "Covenants and Agreements to Hold Property as One Parcel", which are currently of record.

D. The Depositors desire to deposit the LACTC Deed and the SPTC Deed into an escrow pending their receipt of approvals from the City of Los Angeles to convey the LACTC Property and the SPTC Property. Collectively the LACTC Deed and the SPTC Deed are referred to herein as the Deeds.

E. The Depositors desire to appoint the Escrow Agent to hold the Deeds and the Escrow Agent desires to accept such appointment pursuant to the terms hereof.

Agreement

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

1. Appointment. The Depositors hereby appoint the Escrow Agent to hold the Deeds subject to the terms and conditions hereof and the Escrow Agent hereby accepts such appointment.

2. LACTC Deposit. LACTC hereby deposits the LACTC Deed into escrow.

3. SPTC Deposit. SPTC hereby deposits the SPTC Deed into escrow.

4. Escrow. The Escrow Agent shall hold the Deeds in escrow and shall record the Deeds in the real property records of the City and County of Los Angeles upon its receipt of the following from LACTC or SPTC:

a. an instrument signed by an appropriate official of the City of Los Angeles authorizing the conveyance of the LACTC Property; and

b. an instrument signed by an appropriate official of the City of Los Angeles authorizing the conveyance of the SPTC Property.

If the Escrow Agent does not receive the above instruments from LACTC or SPTC on or prior to December 31, 1993, then this Escrow Agreement shall terminate and the Escrow Agent shall immediately return each item deposited to the party who deposited such item.

5. Instructions to Escrow Agent. If at any time during the term of this Escrow Agreement, it is necessary for the Escrow Agent to receive, accept or act upon any notice or instructions purported to have been executed or issued by or on behalf of LACTC or SPTC, the Escrow Agent shall not be required to ascertain whether the person or persons executing, authenticating or delivering such instructions had the authority to execute, authenticate or deliver such instructions to the Escrow Agent nor shall the Escrow Agent be required to otherwise pass on the sufficiency of such instructions.

6. Good Faith. The Escrow Agent shall not be personally liable for any act it may do or omit to do hereunder as such agent, while acting in good faith and in the exercise of its own best judgment. Any act done or omitted by it pursuant to the advice of its own attorneys shall be conclusive evidence of such good faith. The Escrow Agent shall have the right at any time to consult with counsel whenever any question arises hereunder and shall incur no

liability for any delay reasonably required to obtain such advice of counsel. The Escrow Agent shall not be liable for the unenforceability of any right permitted or given under the instructions set forth herein or in any document deposited under this Escrow Agreement pursuant to any statute of limitations or by reason of laches.

7. Legal Proceeding. The Escrow Agent is expressly authorized to disregard any and all warnings given by LACTC or SPTC or by any third party, except for orders or process of any court or other tribunal having jurisdiction of this Escrow Agreement. The Escrow Agent is expressly authorized to comply with the orders, judgments or decrees of any court or tribunal and shall not be liable to LACTC or SPTC for compliance with such orders, judgments or decrees notwithstanding the subsequent reversal, modification, annulment, vacation or other finding of invalidity thereof.

8. Indemnification. The Depositors agree to exonerate, hold harmless, protect and indemnify the Escrow Agent from any and all losses, damages, claims, suits, actions liabilities, costs or expenses, including attorneys' fees, incurred by it to any other person, firm, or corporation by reason of accepting the Deeds or acting pursuant to this Escrow Agreement.

9. Disagreements. If any disagreement or dispute arises among the Depositors and/or any interested third parties concerning the meaning or validity of any provision under this Escrow Agreement or concerning any other matter relating to this Escrow Agreement, the Escrow Agent:

a. Shall be under no obligation to act, except under process or order of court, or until it has been adequately indemnified to its full satisfaction, and shall sustain no liability for its failure to act pending such process or court order or indemnification; and

b. May deposit, in its sole and absolute discretion, this Escrow Agreement and the Deeds with the then Clerk of the District Court of the County of Los Angeles, State of California, and file a complaint in interpleader to interplead the relevant parties. Upon such deposit and filing of interpleader, the Escrow Agent shall be relieved of all liability as to the Deeds and shall be entitled to recover from the Depositors its reasonable attorneys' fees and other costs incurred in commencing and maintaining such action.

10. Fees. The Escrow Agent agrees to accept a \$500.00 fee for the performance of its duties hereunder. The

Depositors each hereby agree to pay one-half of the fees of the Escrow Agent for services performed pursuant to this Escrow Agreement.

11. Resignation/Removal. The Escrow Agent may resign at any time by furnishing written notice of its resignation to the Depositors. The Depositors may remove the Escrow Agent at any time by furnishing to the Escrow Agent a written notice of its removal. Such resignation or removal, as the case may be, shall be effective upon delivery of such notice.

12. Choice of Law. This Escrow Agreement shall be construed and enforced in accordance with the laws of the State of California.

13. Notices. All notices, requests, demands and other communications required hereunder shall be given in writing and shall be deemed to have been duly given if personally delivered or mailed by certified mail with return receipt requested and postage prepaid. If any notice is mailed, it shall be deemed given 3 days after the date such notice is deposited in the United States mail. If any notice is personally delivered, it shall be deemed given upon the date of such delivery. If notice is given to the Depositors, it shall be addressed to:

If to LACTC:

Los Angeles County Transportation Commission
818 West Seventh Street, Suite 1100
Los Angeles, CA 90017
Attention: Mr. Neil Peterson

If to SPTC:

Southern Pacific Transportation Commission
1200 Corporate Center Drive, Suite 100
Monterey Park, CA 91754
Attention: Mr. Robert Stacy

If notice is given to the Escrow Agent it shall be addressed to:

Stewart Title Company
505 North Brand, 12th Floor
Glendale, California 91203
Attention: Mr. Larry McGuire

Any change in the foregoing addresses shall be made in writing and delivered to the other parties to this Escrow Agreement.

14. Agreement/Amendments. This Escrow Agreement sets forth the entire agreement and understanding of the parties hereto. This Escrow Agreement may be amended, modified, superseded, rescinded or canceled only by a written instrument executed by the Depositors and the Escrow Agent.

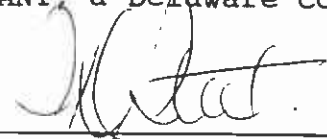
15. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

EXECUTED as of the date first set forth above.

LOS ANGELES COUNTY TRANSPORTATION
COMMISSION, a county
transportation commission

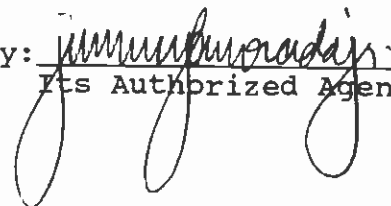
By: 

SOUTHERN PACIFIC TRANSPORTATION
COMPANY, a Delaware corporation

By: 

The Escrow Agent, by affixing its signature below, hereby acknowledges receipt of the Deeds and agrees to hold, administer, and dispose of the Deeds in accordance with the terms, conditions and instructions of this Escrow Agreement.

Stewart Title Company

By: 
Its Authorized Agent

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AGREEMENT REGARDING ENVIRONMENTAL MATTERS
(Saugus Main Line/LAAPT Bridge)

THIS AGREEMENT REGARDING ENVIRONMENTAL MATTERS (the "Agreement") is dated as of December 16, 1992 and is between Southern Pacific Transportation Company ("Seller") and Los Angeles County Transportation Commission ("Purchaser").

RECITALS

A. On September 30, 1992, Seller and Purchaser entered into the Purchase and Sale Agreement, under which Purchaser agreed to purchase from Seller and Seller agreed to sell to Purchaser certain land in Los Angeles and Ventura Counties in California, including certain properties in Los Angeles County known as the the Saugus Main Line and the LAAPT Bridge (collectively, the "Property").

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

AGREEMENT

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

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

2. Identified Problem Areas. (a) Purchaser has notified Seller that it has identified areas of concern which may contain Hazardous Materials (which may or may not exceed legal

action levels) at the locations on the Property identified in Exhibit A attached hereto (the "Areas of Concern"). LACTC shall continue to review the Areas of Concern and shall, on or before each six-month anniversary of the date hereof, up to and including the second-year anniversary of the date hereof, deliver to Seller a report (the "Modification Report") which shall identify, for each of the Areas of Concern:

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

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

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

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

3. Remediation.

(a) If, within six years after the date of this Agreement, Purchaser gives Seller written notice of the existence of any Hazardous Materials located, on the date hereof, on the locations described in paragraph 2 hereof that remain subject to the terms of this Agreement, that Purchaser is legally required to remediate (without regard to whether any other party may also be legally required to remediate such Hazardous Materials), Seller shall diligently proceed to remediate such Hazardous Materials to the extent required by any of the statutes identified in paragraph 1 hereof. Promptly after delivering such notice, Purchaser shall prepare and submit to Seller for its approval (which shall not be unreasonably withheld), a proposed

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

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

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

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

4. License to Enter. Purchaser hereby grants to Seller, its officers, directors, employees, contractors and agents an irrevocable license to enter onto the Property, upon reasonable notice to Purchaser and at reasonable times, from time to time as Seller shall deem necessary or appropriate to perform environmental testing and analysis and to take such actions as Seller may deem necessary or appropriate to remediate any Hazardous Materials. This license shall continue in full force and effect until Purchaser has unconditionally released Seller from all further liability or obligations whatsoever relating to

Hazardous Materials. Seller shall cause any activities on the sites pursuant to this paragraph 4 to be conducted in such manner as not to unreasonably interfere with any activities of Purchaser on the Property, and shall indemnify Purchaser and hold it harmless from and against, all costs, fees and expenses arising on account of Seller's activities pursuant to this paragraph 4.

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

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

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

8. Debris Removal. Within four months after the date hereof, Seller shall remove debris from the locations identified in the photographs included in Exhibit B attached hereto. Any

removal of surface soil staining or other matters requiring special handling, as shown on Exhibit B, shall occur within 12 months after the date hereof. A representative of Purchaser shall accompany Seller's work force to observe the removal of debris and surface soils required by this section 8.

9. Survival of Purchase and Sale Agreement. Except as specifically provided in this Agreement, section 7.1 of the Purchase and Sale Agreement referenced in recital A above, shall remain in full force and effect.

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

SELLER:

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By: [Signature]

Its: Vice-President

PURCHASER:

LOS ANGELES COUNTY
TRANSPORTATION COMMISSION

By: [Signature]

Its: Executive Director

Exhibit A

AREAS OF CONCERN

(See Attached)

December 5, 1992

SAUGUS LINE - LOS ANGELES COUNTY

Update Due By: 6/5/93 and 12/5/93

SITE NUMBER/LOCATION	CONTRACT NO.	STATUS	CONCERNS	FURTHER ACTION
Site 2, drum storage yard north of Magic Mountain Pkwy, west of alignment Saugus	RA-123 RA-155	Phase III completed 6/92	57,000 ppm TPH	SPTCo to remove contaminated soils
Site 3, Keysor-Century Corp., 26000 Springbrook Ave., Saugus	RA-123 RA-156	Phase III completed 10/92	Numerous HAZMAT violations	None
Site 4, HASA 23119 Drayton St. Saugus	RA-123	Phase III completed 10/92	Numerous HAZMAT violations	None
Site 5, Russ Calvin's Hair Care, south of Drayton St., east of alignment, Saugus	RA-122	Phase II completed 1/92	40,000 ppb formaldehyde	SPTCo to remove contaminated soils
Site 6, south of Drayton St., east of alignment, Saugus	RA-122	Phase II completed 1/92		None
Site 7, monitoring well adjacent to Site #6, Saugus	RA-122	Phase II completed 1/92		None

SENT BY: XEROX Telecopier 7017;12-15-92 ; 4:30PM ;RCC-PUB AFF/REAL EST-# 2

December 5, 1992

SAUGUS LINE - LOS ANGELES COUNTY (Cont'd)

SITE NUMBER/LOCATION	CONTRACT NO.	STATUS	CONCERNS	FURTHER ACTION
Site 8, drum storage and Transformer adjacent to Site #7, Saugus	RA-122	Phase II completed 1/92		None
Site 9, Vern Allen Plumbing 15th Street, west of alignment	RA-121	Phase II completed 5/92	Elevated TPH	Remove stained soil listed in Appendix A of Agreement
Site 10, drum storage and work yard, 11th Street, east of alignment	RA-121 RA-180	Phase II completed 5/92 Phase III in progress	38,000 ppm TPH	Phase III Investigation
Site 11, asphalt & concrete piles, 8th Street, east of alignment				Remove debris listed in Appendix A of Agreement
Site 12, asphalt, concret, and roofing material pile, south of Sierra Hwy, east of alignment				Remove debris listed in Appendix A of Agreement
Site 13, auto wrecking yard north of Hubbard St., west of allgnment	RA-120	Phase II completed 1/92	Elevated TPH	None
Site 14, heavy soil staining, Lazard Street, east of alignment	RA-120	Phase II completed 1/92		Remove stained soil listed in Appendix A of Agreement

SENT BY: XEROX Telecopier 7017;12-15-92 ; 4:30PM ;RCC-PUB AFF/REAL EST-# 2136250562;# 3

December 5, 1992

SAUGUS LINE - LOS ANGELES COUNTY (Cont'd)

SITE NUMBER/LOCATION	CONTRACT NO.	STATUS	CONCERNS	FURTHER ACTION
Site 15, Texaco Station adjacent to Site #14 on Truman	RA-120	Phase II completed 1/92		None
Site 16, barrel storage yard on Huntington Street, west of alignment	RA-120	Phase II completed 1/92		Remove debris listed in Appendix A of Agreement
Site 17, drum storage area on Workman St., east of alignment	RA-120	Phase II completed 1/92	1,567 ppm TPH	SPTCo to remove contaminated soil
Site 18, large tank south of Pacoima Wash, east of alignment	RA-119	Phase II completed 1/92		None
Site 19, D&M Steel Co. Weidner Street, east of alignment	RA-119	Phase II completed 1/92	Elevated TPH	Remove stained soil listed in Appendix A of Agreement
Site 20, Rod Iron company Filmore Street, east of alignment	RA-119	Phase II completed 1/92	Rod Iron company discharging TPH & metals onto right-of-way	Stop discharges; SPTCo to remove contaminated soil

SENT BY: XEROX Telecopier 701712-15-92 ; 4:30PM ; RCC-PUB AFF/REAL EST-# 4

December 5, 1992

SAUGUS LINE - LOS ANGELES COUNTY (Cont'd)

SITE NUMBER/LOCATION	CONTRACT NO.	STATUS	CONCERNS	FURTHER ACTION
Site 21, Anawalt Lumber Co. north of Van Nuys Blvd., east of alignment	RA-119	Phase II completed 1/92	Elevated TPH	Remove stained soil listed in Appendix A of Agreement
Site 22, extensive soil staining, north of Pierce St., east of alignment	RA-118	Phase II completed 4/92	SPTCo using spur for equipment storage maintenance; extensive soil staining emanating from adjacent facility	SPTCo to Remove contaminated soil
Site 23, 11401 Tuxford Sun Valley	RA-118	Phase II completed 4/92	1,400 ppm TPH	SPTCo to remove contaminated soil, debris listed in Appendix A of Agreement
Site 24, 9" floor tile, Burbank Blvd., east of alignment	RA-094	Phase II completed 4/92	ACBMs	Remove ACBMs
Site 25, ZERO Corp. 777 N. Front St., Burbank	RA-094	Phase II completed 4/92	Elevated PCE	Integrity check on UST SPTCo under RWQCB review; SPTCo to provide report detailing investigation and any remediation

December 5, 1992

SAUGUS LINE - LOS ANGELES COUNTY (Cont'd)

SITE NUMBER/LOCATION	CONTRACT NO.	STATUS	CONCERNS	FURTHER ACTION
Site 26, 201 N. Front St. Burbank	RA-118	Phase II completed 4/92	GW contaminated (site under Cal-EPA review)	None
Site 27, drum storage area, north of Verdugo Ave., west of alignment	RA-117	Phase II completed 6/92		Remove stained soil listed in Appendix A of Agreement
Site 28, large above ground tank and drums, Verdugo Ave., west of alignment	RA-117	Phase II completed 6/92		None
Site 29, Andrew Jergens Co. 99 Verdugo Ave., Burbank	RA-117	Phase II completed 6/92	Elevated TPH	SPTCo to remove stained soil
Site 30, adjacent to Menansco Co., Santa Anita Ave., east of alignment	RA-117	Phase II completed 6/92	Elevated volatiles	None
Site 31, barrels and vat, Providencia Ave., west of alignment	RA-117	Phase II completed 6/92	Elevated volatiles	None
Site 32, heavy soil staining in wash, Cedar Avenue, east of alignment	RA-117	Phase II completed 6/92		Remove stained soil listed in Appendix A of Agreement

2136250562:# 6

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December 5, 1992

SAUGUS LINE - LOS ANGELES COUNTY (Cont'd)

SITE NUMBER/LOCATION	CONTRACT NO.	STATUS	CONCERNS	FURTHER ACTION
Site 33, Dolly Madison, south of Prospect Ave., east of alignment	RA-117	Phase II completed 6/92		Remove stained soil listed in Appendix A of Agreement
Site 34, drum storage, Lutge Ave., west of alignment	RA-117	Phase II completed 6/92		None
Site 35, Tents for Events, Standard Ave., east of alignment	RA-117	Phase II completed 6/92	480 ppb PCE	SPTCo to remove contaminated soil
Site 36, soil staining south of Western Ave., east of alignment	RA-117	Phase II completed 6/92	Elevated lead	SPTCo to remove contaminated soil
Site 37, surface staining on asphalt, north of Sonora Ave., east of alignment	RA-117	Phase II completed 6/92	460 ppb PCE	SPTCo to remove contaminated soil
Site 38, heavy soil staining in wash, Willard Ave., east of alignment	RA-117	Phase II completed 6/92		Remove stained soil listed in Appendix A of Agreement
Site 39, Transformer yard north of Grandview Ave., east of alignment	RA-117	Phase II completed 6/92		Remove stained soil listed in Appendix A of Agreement

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December 5, 1992

SAUGUS LINE - LOS ANGELES COUNTY (Cont'd)

SITE NUMBER/LOCATION	CONTRACT NO.	STATUS	CONCERNS	FURTHER ACTION
Site 40, soil staining & UST at Drawstrings, Flower St., west of alignment	RA-117	Phase II completed 6/92		Remove stained soil listed in Appendix A of Agreement
Site 41, transformers at M&R Machines, north of Highland Ave., west of alignment	RA-117	Phase II completed 6/92		None
Site 42, soil staining at L&W Transmissions, south of the Ventura Fwy, west of alignment	RA-117	Phase II completed 6/92	35,000 ppm TPH	SPTCo to remove contaminated soil
Site 43, junk yard, south of Riverdale Dr., east of alignment	RA-116	Phase II completed 12/91	Elevated TPH	None
Site 44, debris pile & soil staining, north of Los Feliz Road, east of alignment	RA-116	Phase II completed 12/91	2700 ppm TPH	Remove stained soil and debris listed in listed in Appendix A of Agreement
Site 45, UST at disposal truck yard, north of Los Feliz Road, east of alignment	RA-116	Phase II completed 12/91		Remove stained soil listed in Appendix A of Agreement

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December 5, 1992

SAUGUS LINE - LOS ANGELES COUNTY (Cont'd)

SITE NUMBER/LOCATION	CONTRACT NO.	STATUS	CONCERNS	FURTHER ACTION
Site 46, surface staining behind Industrial plant, south of Los Feliz Rd., east of alignment	RA-116	Phase II completed 12/91	Elevated TPH	Remove stained soil listed in Appendix A of Agreement
Site 47, heavy oil residue on tracks north of Glendale Freeway	RFP not issued		Heavy oil residue	Remove stained soil listed in Appendix A of Agreement
Site 48, Thatcher Glass 25655 Springbrook Ave. Saugus	RA-122	Phase II completed 1/92		None
Site 49, Arco Station #1904 1753 Truman St., San Fernando	RA-120	Phase II completed 1/92		None
Site 50, Circuit Craft Co. 205 Flower St., Burbank	RA-117	Phase II completed 6/92		None
Site 51, Tech Graphic 315 Flower St., Burbank	RA-117	Phase II completed 6/92		None
Site 52, Haskell, Inc. 100 Graham Pl., Burbank	RA-117	Phase II completed 6/92		None

2136250562: # 8
SENT BY: XEROX Telecopier 7017:12-15-92 : 4:32PM :RCC-PUB AFF/REAL EST-

December 5, 1992

SAUGUS LINE - LOS ANGELES COUNTY (Contd)

SITE NUMBER/LOCATION	CONTRACT NO.	STATUS	CONCERNS	FURTHER ACTION
Site 53, Cardinal Machine Co. 1819 Dana St., Glendale	RA-117	Phase II completed 6/92		<u>None</u>
Site 54, California Insulated Wire, 1740 Standard Ave. Glendale	RA-117	Phase II completed 6/92		None
Site 55, Glenair, Inc. 1211 Airway, Glendale	RA-117	Phase II completed 6/92		None
Site 56, Fleming L.E. 5431 San Fernando Rd. Glendale	RA-117	Phase II completed 6/92		None
Site 57, Pioneer Die Casters 4209 Chevy Chase Dr., L.A.	RA-116	Phase II completed 12/91		None
Site 58, Ambrit Industries 1288 Los Angeles St., L.A.	RA-116	Phase II completed 12/91		None
Site 59, All Star Construction 1501 Railroad St., Glendale	RA-116	Phase II completed 12/91		None
Site 60, 2850 Kerr St. Los Angeles	RA-116	Phase II completed 12/91	Significantly elevated levels of contamination	None (site covered by Taylor Yard Agreement)

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December 5, 1992

SAUGUS LINE - LOS ANGELES COUNTY (Cont'd)

SITE NUMBER/LOCATION	CONTRACT NO.	STATUS	CONCERNS	FURTHER ACTION
Site 61, Foothill Fwy (210) underpass south Balboa Blvd., east of alignment at Milepost 457.8	RA-162 LRA-251-93	Phase I Update completed 7/92 Phase II draft completed 12/92	Staining; elevated TPH	SPTCo to remove stained soil
Site 62, north of Sonora Ave. at Milepost 473.8	RA-162 LRA-251-93	Phase I Update completed 7/92 Phase II draft completed 12/92	Local disposal facility	none
Site 63, north of the Ventura Fwy (134), west of alignment at Milepost 474.9	RA-162 LRA-252-93	Phase I Update completed 7/92 Phase II draft completed 12/92	Transformer yard	none
Site 64, south of Chevy Chase Drive, east of alignment at Milepost 476.6	RA-162 LRA-252-93	Phase I Update completed 7/92 Phase II draft completed 12/92	Extensive soil staining and ponding in wash adjacent to tracks; elevated TPH; lead	Phase III

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December 14, 1992

SAUGUS TO LANCASTER
SAUGUS BRANCH

SITE NUMBER/ LOCATION	CONTRACT NO.	STATUS	CONCERNS	FURTHER ACTION
#1 Milepost 408.0	RA-174	Phase I completed 11/92	Drum storage	None
#2 Milepost 408.5	RA-174	Phase I completed 11/92	Drum storage: Unocal Facility	None
#3 Milepost 413.3	RA-174	Phase I completed 11/92	Soil stains behind auto repair shop	SPTCo to remove stains
#4 Milepost 414.0	RA-174	Phase I completed 11/92	Railroad materials yard: various drums, buckets, and cans	None
#5 Milepost 414.1	RA-174	Phase I completed 11/92	Drum storage	None
#6 Milepost 414.2	RA-174	Phase I completed 11/92	Soil stains	SPTCo to remove stains
#7 Milepost 428.4	RA-174	Phase I completed 11/92	Soil stains: oil stains, lumps of grease, oil filters	SPTCo to remove stains and debris
#8 Milepost 430.9	RA-174	Phase I completed 11/92	Soil stains	SPTCo to remove stains

December 14, 1992

SAUGUS TO LANCASTER
SAUGUS BRANCH

SITE NUMBER/ LOCATION	CONTRACT NO.	STATUS	CONCERNS	FURTHER ACTION
#9 Milepost 432.5	RA-174	Phase I completed 11/92	Soil stains: oil and trash	SPTCo to remove stains and debris
#10 Milepost 438.2	RA-174 LRA-255-93	Phase I completed 11/92 Phase II in progress	Above-ground tanks: refining/processing facility	Phase II
#11 Milepost 439.0	RA-174 LRA-255-93	Phase I completed 11/92 Phase II in progress	Mining collection pond	Phase II
#12 Milepost 444.1	RA-174	Phase I completed 11/92	Possible ACM's: pile of shingles and roofing materials	SPTCo to remove debris
#13 Milepost 447.5	RA-174 LRA-255-93	Phase I completed 11/92 Phase II in progress	Drum storage: drums, oil pans, oil stained soil	Phase II

SENT BY: XEROX Telecopier 7017:12-15-92 ; 4:34PM ; RCC-PUB AFF/REAL EST-#13

24

December 16, 1992

Mr. Richard Stanger
Mr. Neil Peterson
Los Angeles County
Transportation Commission
818 West Seventh Street, Suite 1100
Los Angeles, California 90017

Re: Pacific Pipeline System, Inc.

Gentlemen:

Southern Pacific Transportation Company ("SPTC") has requested that Pacific Pipeline System, Inc. ("PPSI") provide Los Angeles County Transportation Commission ("LACTC") with a letter in compliance with Section 5.2(g) of the Purchase and Sale Agreement, dated September 30, 1992, between SPTC and LACTC (the "Purchase Agreement").

PPSI has been informed that, under the Purchase Agreement, LACTC or its designee will acquire all of SPTC's interest in certain rights-of-way known as the Saugus Main Line and the Santa Paula Branch (as those properties are defined in the Purchase Agreement), both of which are encumbered by an Easement, dated April 1, 1992, between SPTC and PPSI (hereafter, the "Easement"). Based on this information, PPSI acknowledges that, from and after the dates that LACTC or its designee acquires all of SPTC's interest in the Saugus Main Line and the Santa Paula Branch, with respect to the property so acquired, LACTC or its designee also will have the right to exercise the right to review and approve construction plans set forth in Section 3 of the Easement and the relocation rights set forth in Section 14 of the Easement, and also will assume the obligations set forth therein. Without limiting the foregoing, PPSI specifically acknowledges that LACTC must be able to construct and maintain, and operate its passenger service upon, four side-by-side tracks within the portion of the Saugus Line extending from Taylor Yard to Burbank Junction (it being understood that each such track must have such clearances as are required by the California Public Utilities Commission), and PPSI agrees that its pipeline shall be constructed or, if necessary, relocated, in each case in accordance with the Easement, to permit LACTC to construct, maintain and operate upon such tracks.

PPSI further agrees to cooperate with LACTC with respect to compliance with laws governing pipeline facilities to enable LACTC to construct its commuter rail facilities in,

a manner satisfactory to LACTC, and, at the same time, both PPSI and LACTC agree to minimize the need for relocation of PPSI's pipeline and disruption of PPSI's operations.

Very truly yours,

PACIFIC PIPELINE SYSTEM, INC.

By: 

Norman L. Rooney

AGREED TO AND ACCEPTED
this 16th day of December, 1992.

By: 

Los Angeles County
Transportation Commission

25



DOUGLAS H. HANSON
PRESIDENT

October 9, 1992

Los Angeles County Transportation Commission
818 West 7th Street, Suite 900
Los Angeles, California 90017

Gentlemen:

We have been advised that you are entering into an agreement for the purchase of certain lines of the Southern Pacific Transportation Company (SPTCo), and that you have requested certain undertakings from this company. We are pleased to provide those in this letter.

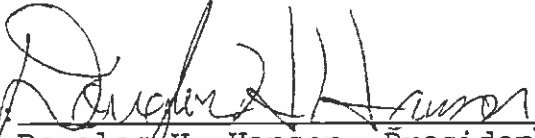
We intend to build, almost immediately, an additional conduit on the line from Central Los Angeles to Burbank Junction, terminating on the Coast Line at approximately that point where it crosses Woodley Avenue in Van Nuys, between milepost E 452.9 and milepost B 482.1. We shall install junction boxes at each of the six locations on that line which you have identified for us, and will provide you with up to eight dark fibers for your commute service communication needs between Taylor Yard and Burbank Junction. When we build a system from Burbank Junction to Palmdale, we will also install junction boxes at each location reasonably designated by you, and will provide you with up to eight dark fibers for your commute service communication needs between these two points as well.

Whenever we build on the right-of-way being purchased by you, we shall overlap our easement with the existing fiber optic easement compressing the total easement into the narrowest feasible alignment. Thus, if we can place our conduit five feet from the center line of the existing conduit, we will only need to have an additional five feet (instead of the ten feet assumed). If the conduits can be closer, the additional easement needed will be narrower. We will work with you to achieve the space requirement feasible in each location. It is our desire to be a good neighbor with you on the right-of-way.

We recognize and acknowledge that, while our easement rights have derived generally from an agreement with SPTCo, with respect to the right-of-way wholly owned by you, we shall be directly obligated to you for such distance as if you were SPTCo.

Sincerely yours,

SOUTHERN PACIFIC
COMMUNICATIONS COMPANY

By: 
Douglas H. Hanson, President

AGREED TO AND ACCEPTED
this 16th day of December, 1992.

By: 
Los Angeles County
Transportation Commission

26

LOS ANGELES COUNTY TRANSPORTATION COMMISSION
818 West Seventh Street, Suite 1100
Los Angeles, California 90017

December 16 , 1992

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


Attn: Robert L. Stacy
Assistant Vice President

Re: Saugus Main Line and LAUPT Bridge Properties

Gentlemen:

At your request, we are writing to memorialize a series of conversations that we had with you during the negotiation process regarding our purchase of the above-referenced parcels. During our various conversations, we informed you that the Los Angeles County Transportation Commission ("LACTC") has the power of eminent domain and that if a negotiated Purchase and Sale Agreement could not be reached, then LACTC was prepared to initiate a condemnation action against Southern Pacific Transportation Company ("SP") for the real property known as (i) the Saugus Main Line from Milepost 478.21 in the city of Los Angeles to Milepost 405.50 in the city of Lancaster, Los Angeles County, California, and (ii) the LAUPT Bridge crossing the Los Angeles River at Alhambra Avenue in the city of Los Angeles, Los Angeles County, California, as more fully described in the Purchase and Sale Agreement, dated September 30, 1992, by and between LACTC and SP.

Sincerely,
Los Angeles County Transportation Commission

By: 
Neil Peterson,
Executive Director

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SETTLEMENT STATEMENT

TAYLOR YARD ESCROW AND SALE OF SAUGUS MAIN L₁ CORRIDOR,
LAUPT BRIDGE AND MISSION TOWER FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY
TO LOS ANGELES COUNTY TRANSPORTATION COMMISSION

December 16, 1992

-SELLER-

-PURCHASER-

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

LOS ANGELES COUNTY
TRANSPORTATION COMMISSION

TITLE COMPANY

	<u>Debit</u>	<u>Credit</u>	<u>Debit</u>	<u>Credit</u>	<u>Credit</u>
1. Purchase Price		\$37,000,000.00	\$37,000,000.00		
2. Rental Proration (see attached Exhibit A)	\$32,644.67			\$32,644.67	
3. Security Deposits (see attached Exhibit B)	\$4,300.00			\$4,300.00	
<u>AMOUNT TO BE TRANSFERRED AT CLOSING</u>					
<u>PROCEEDS PAID BY WIRE TRANSFER TO SELLER</u>					
		\$36,963,055.33	\$36,963,055.33		
4.* Recording and Wiring Fees					
(a) Grant Deed-Saugus	N/A		N/A		N/A
(b) Quitclaim Deed-Saugus	N/A		N/A		N/A
(c) Quitclaim Deed-LAUPT Bridge and Mission Tower	N/A		N/A		N/A
(d) Grant Deed-Parcel 1A	\$11.00				\$11.00
(e) Survey Monument Fee	N/A		N/A		N/A
(f) Memorandum of Shared Use Agreement (Saugus)	N/A		N/A		N/A
(g) Bank of America ("BoFA") Partial Reconveyance Fees to Chicago Title	\$200.00				\$200.00
(h) Recording Fee BofA - Partial Reconveyance (Core Asset)	\$338.00				\$338.00
(i) Recording Fee BofA - Partial Reconveyance (Ancillary Asset)	\$11.00				\$11.00
(j) Wire Transfer Fees - Stewart Title	\$75.00		\$75.00		\$150.00
(k) Administrative Closing and Escrow Fees - Stewart Title	\$250.00		\$250.00		\$500.00
<u>AMOUNT TO BE TRANSFERRED POST-CLOSING</u>					
<u>BALANCE DUE FROM SELLER</u>	\$885.00				
<u>BALANCE DUE FROM PURCHASER</u>			\$325.00		
<u>TOTAL</u>	\$37,829.67	\$36,963,055.33	\$36,963,380.33	\$36,944.67	\$1,210.00
* To be paid post-closing.					

SELLER:

APPROVED AND ACCEPTED

PURCHASER:

Southern Pacific Transportation Company,
a Delaware corporation

Los Angeles County Transportation Commission

By: [Signature]

By: [Signature]

Title: Vice-President

Title: Executive Director

TITLE COMPANY:

Stewart Title Insurance Company:

By: [Signature]

Title: TITLE OFFICER

EXHIBIT A

Rental Prorations
through December 16, 1992

SAUGUS MAIN LINE CORRIDOR
Los Angeles County

<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Amount Credited to Purchaser</u>	<u>Rent Prorated From</u>
<u>LEASES</u>				
207574 *	Pet City	\$ 305.00 month	\$ 147.58	12-01-92
710597 **	Carlos H. Sanchez, Juan Carlos Munoz and Conmaco Import/Export International	\$ 1254.00 month	\$ 606.77	12-01-92
709241	Clymore Real Estate Comapny dba Clymore Investment Company	\$ 1,100.00 month	\$ 332.26	12-01-92
124722 **	Davenport Real Estate & Escrow Service, Inc.	\$ 188.00 month	\$ 36.39	12-01-92
102424 **	Erwin E. Mochel	\$ 310.00 month	\$ 49.50	12-01-92
180427 **	Jordan C. Siebert and Irma C. Seibert	\$ 255.00 month	\$ 54.78	12-01-92
184405 **	Janet Jordan and Yolanda Higuera dba The Bushwackers	\$ 328.00 month	\$ 158.71	12-01-92
165924 **	John P. Eliopulos	\$ 279.00 month	\$ 59.94	12-01-92
201108 **	Geoff Cross and Patricia Cross	\$ 1,424.00 month	\$ 305.93	12-01-92
193811 **	Jeni M. Saylor dba A.V. Wood Stove and Spa (Lyle A. Nelson)	\$ 322.00 month	\$ 81.64	12-01-92
187405 **	Travis Searcy and JoAnn Searcy	\$ 354.00 month	\$ 76.05	12-01-92
188059 **	Walter B. Troth and Betty A. Troth	\$ 490.00 month	\$ 118.55	12-01-92
206374 **	Travis Searcy and JoAnn Searcy	\$ 546.00 month	\$ 117.30	12-01-92
158533 **	Victor Carlo	\$ 258.00 month	\$ 62.42	12-01-92
186426	Jerry Baran	\$ 320.00 month	\$ 154.84	12-01-92
201341 **	Monkstone Industries, Inc.	\$ 500.00 month	\$ 184.60	12-01-92
175806	Schmidt Construction, Inc.	\$ 456.00 year	\$ 18.74	01-01-92
202282	P.W. Gillibrand dba P.W. Gillibrand Company	\$ 619.00 month	\$ 299.52	12-01-92
158614	P.W. Gillibrand Company	\$ 134.00 month	\$ 64.84	12-01-92
190901	James Patton	\$ 247.00 month	\$ 119.52	12-01-92
202252	County Sanitation District No. 26 of Los Angeles County	\$ 750.00 year	\$ 655.48	11-01-92
203681	L & R Auto Electric	\$ 445.00 month	\$ 215.32	12-01-92
710721	American Builders Supply, Inc.	\$ 155.00 month	\$ 75.00	12-01-92
166596	Earl S. Collins dba Empire Auto and Marine Sales (American Auto & Truck)	\$ 894.00 month	\$ 432.58	12-01-92
164836	Growth International (Bennett Industries)	\$ 149.00 month	\$ 72.10	12-01-92
117604	Southern California Rapid Transit District	\$ 82.05 month	\$ 38.36	12-03-92

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

** Rental proration figure based on the portion of the lease/agreement being conveyed to LACTC. Rental amount shown is the portion of the total amount of rental under the lease/agreement attributable to the lease area located in the sale area.

<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Credited to Purchaser</u>	<u>Prorated From</u>
122644	Burbank Refrigerating Company (Americold Corporation)	\$ 228.00 month	\$ 110.32	12-01-92
140012	The Andrew Jergens Company	\$ 25.00 every 5 years	\$ 1.01	03-01-88
195244	George E. Reed	\$ 227.00 month	\$ 109.89	12-01-92
195252	Cary A. Baldwin	\$ 968.00 month	\$ 468.39	12-01-92
141225	Hyland Laboratories	\$ 876.00 month	\$ 423.87	12-01-92
205534	Ralph's Grocery Company	\$ 4,902.00 month	\$ 2,371.94	12-01-92
111547	Pioneer Diecasters, Inc.	\$ 123.00 month	\$ 95.23	12-10-92

SIGN LEASES

182340	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 160.00 month	\$ 77.42	12-01-92
182342	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 160.00 month	\$ 77.42	12-01-92
162439	Melven Genser Signs (3M National)	\$ 288.00 year	\$ 55.23	02-15-92
210926	Martin Outdoor Advertising Co. of California	\$ 2,554.00 year	\$ 321.87	02-01-92
171841	Melven Genser Signs (3M National)	\$ 2,936.00 year	\$ 2,075.31	09-01-92
184426	National Advertising Company (3M National)	\$ 1,464.00 year	\$ 786.15	07-01-92
188666	The People's Church	\$ 60.00 year	\$ 52.44	11-01-92
175135	A&E Melven Genser Outdoor (3M National)	\$ 1,152.00 year	\$ 618.61	07-01-92
191119	Private Mini Storage, Ltd.	\$ 800.00 year	\$ 295.89	05-01-92
178235	William R. Bonelli dba Bill's Body and Fender	\$ 426.00 year	\$ 17.51	01-01-92
208206	Marie D. Perry	\$ 250.00 year	\$ 10.27	01-01-92
196003	Canyon Outdoor Advertising Co.	\$ 720.00 year	\$ 207.12	04-01-92
184349	Patrick Media Group, Inc.	\$ 168.00 month	\$ 77.42	12-01-92
710087	Patrick Media Group, Inc.	\$ 320.00 month	\$ 154.84	12-01-92
193228	Canyon Outdoor Advertising Company	\$ 720.00 year	\$ 595.73	10-15-92
182364	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 160.00 month	\$ 77.42	12-01-92
196004	Canyon Outdoor Advertising Co.	\$ 720.00 year	\$ 207.12	04-01-92
191124	Canyon Outdoor Advertising Co.	\$ 720.00 year	\$ 629.26	11-01-92
168041	Canyon Country Chamber of Commerce	\$ 24.00 year	\$.98	01-01-92
710085	Patrick Media Group, Inc.	\$ 168.00 month	\$ 81.29	12-01-92
710086	Patrick Media Group, Inc.	\$ 1,668.00 month	\$ 807.10	12-01-92
193262	Canyon Outdoor Advertising Company	\$ 720.00 year	\$ 118.36	02-15-92
193263	Canyon Outdoor Advertising Company	\$ 720.00 year	\$ 118.36	02-15-92
193264	Canyon Outdoor Advertising Company	\$ 720.00 year	\$ 118.36	02-15-92

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

** Rental proration figure based on the portion of the lease/agreement being conveyed to LACTC. Rental amount shown is the portion of the total amount of rental under the lease/agreement attributable to the lease area located in the sale area.

<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Credited to Purchaser</u>	<u>Prorated From</u>
193227	Canyon Outdoor Advertising Company	\$ 2,160.00 year	\$ 1,787.18	10-15-92
190597	Canyon Outdoor Advertising Company	\$ 360.00 year	\$ 18.74	01-05-92
185319	Canyon Outdoor Advertising Company	\$ 1,080.00 year	\$ 671.67	08-01-92
150209	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 160.00 month	\$ 77.42	12-01-92
183970	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 160.00 month	\$ 77.42	12-01-92
145492	Melven Genser dba Melven Genser Outdoor Advertising (3M National)	\$ 288.00 year	\$ 251.70	11-01-92
150207	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 160.00 month	\$ 77.42	12-01-92
118646	George Kennedy dba Kennedy Outdoor Advertising (Metropolitan Outdoor Advertising)	\$ 336.00 year	\$ 3.68	12-21-91
123257	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 120.00 month	\$ 58.06	12-01-92
105556	Pacific Outdoor Advertising Company (Gannett Outdoor Company, Inc.)	\$ 300.00 month	\$ 145.16	12-01-92
205527	Gateway Outdoor Advertising Inc. (Metropolitan Outdoor Advertising)	\$ 372.00 year	\$ 276.20	09-15-92
204809	E.T. Legg & Associates	\$ 64.00 month	\$ 30.97	12-01-92
138372	Pacific Outdoor Advertising Company (Gannett Outdoor Company, Inc.)	\$ 79.00 month	\$ 38.23	12-01-92
205528	Gateway Outdoor Advertising Inc. (Metropolitan Outdoor Advertising) (AMNI America, Inc.?)	\$ 1,008.00 year	\$ 748.41	09-15-92
144156	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 60.00 month	\$ 29.03	12-01-92
161052	3M National	\$ 576.00 year	\$ 503.41	11-01-92
710035	Patrick Media Group, Inc.	\$ 60.00 month	\$ 29.03	12-01-92
710074	Patrick Media Group, Inc.	\$ 60.00 month	\$ 29.03	12-01-92
158879	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 60.00 month	\$ 29.03	12-01-92
183984	National Advertising Company (3M National)	\$ 288.00 year	\$ 106.52	05-01-92
123254	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 80.00 month	\$ 38.71	12-01-92
176782	Independent Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 672.00 year	\$ 360.86	07-01-92
176771	Independent Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 672.00 year	\$ 360.86	07-01-92
119634	George Kennedy dba Kennedy Outdoor Advertising Co. (Metropolitan Outdoor Advertising)	\$ 336.00 year	\$ 297.34	11-05-92
204808	E.T. Legg & Associates	\$ 60.00 month	\$ 29.03	12-01-92
096516	Pacific Outdoor Advertising Company (Gannett Outdoor Company, Inc.)	\$ 158.00 month	\$ 76.45	12-01-92
120911	Kennedy Outdoor Advertising Company (Metropolitan Outdoor Advertising)	\$ 336.00 year	\$ 242.10	09-06-92

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

** Rental proration figure based on the portion of the lease/agreement being conveyed to LACTC. Rental amount shown is the portion of the total amount of rental under the lease/agreement attributable to the lease area located in the sale area.

<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Credited to Purchaser</u>	<u>Prorated From</u>
122367	Pacific Outdoor Advertising Company (Gannett Outdoor Company, Inc.)	\$ 436.00 month	\$ 56.26	11-20-92
176783	Independent Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 672.00 year	\$ 360.86	07-01-92
115099	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 80.00 month	\$ 38.71	12-01-92
145494	Pacific Outdoor Advertising Company (Gannett Outdoor Company, Inc.)	\$ 158.00 month	\$ 147.81	12-15-92
176772	Independent Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 672.00 year	\$ 360.86	07-01-92
143418	Kennedy Outdoor Advertising Company (Metropolitan Outdoor Advertising)	\$ 336.00 year	\$ 25.77	01-24-92
710050	Patrick Media Group, Inc.	\$ 120.00 month	\$ 58.07	12-01-92
155934	Foster and Kleiser (Patrick Media Group, Inc.)	\$ 120.00 month	\$ 58.07	12-01-92
176769	Independent Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 672.00 year	\$ 360.86	07-01-92
710051	Patrick Media Group, Inc.	\$ 60.00 month	\$ 29.03	12-01-92
124381	Melven Genser, Inc. (3M National)	\$ 490.00 year	\$ 209.43	05-22-92
176779	Independent Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 672.00 year	\$ 360.86	07-01-92
204838	Gateway Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 672.00 year	\$ 500.78	09-15-92
176770	Independent Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 672.00 year	\$ 360.86	07-01-92
204840	Gateway Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 672.00 year	\$ 500.78	09-15-92
140379	Pacific Outdoor Advertising Company (Gannett Outdoor Company, Inc.)	\$ 237.00 month	\$ 221.71	12-15-92
111556	Foster and Kleiser Company (Patrick Media Group, Inc.)	\$ 60.00 month	\$ 29.03	12-01-92
204841	Gateway Outdoor Advertising, Inc. (Metropolitan Outdoor Advertising)	\$ 2,016.00 year	\$ 1,502.33	09-15-92
115782	Foster and Kleiser Company (Patrick Media Group, Inc.)	\$ 80.00 month	\$ 38.71	12-01-92
150591	Pacific Outdoor Advertising Company (Gannett Outdoor Company, Inc.)	\$ 158.00 month	\$ 76.45	12-01-92
187135	Foster and Kleiser Company (Patrick Media Group, Inc.)	\$ 160.00 month	\$ 77.42	12-01-92
177976	Pacific Outdoor Advertising Co. (Gannett Outdoor Company)	\$ 120.00 month	\$ 58.07	12-01-92
117528	Foster and Kleiser Company (Patrick Media Group, Inc.)	\$ 80.00 month	\$ 38.71	12-01-92

UTILITY AGREEMENTS

092325 **	Southern California Gas Company	\$ 95.00 year	\$ 5.47	04-01-92
110137 **	Southern California Gas Company	\$ 95.00 year	\$ 5.47	04-01-92

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

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<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Credited to Purchaser</u>	<u>Prorated From</u>
110076 **	Southern California Gas Company	\$ 95.00 year	\$ 5.47	04-01-92
709421 **	Southern California Gas Company	\$ 105.00 year	\$ 13.41	08-06-92
708897 **	Cable TV Fund 12-BCD Venture	\$ 100.00 year	\$ 25.21	03-19-92
102681	The Pacific Telephone and Telegraph Company	\$ 333.00 year	\$ 178.82	07-01-92
098051 **	Southern California Gas Company	\$ 95.00 year	\$ 5.47	04-01-92
106780 **	Southern California Gas Company	\$ 95.00 year	\$ 5.47	04-01-92
208528 **	Western Union	\$ 95.00 year	\$ 9.37	06-15-92
110823	Southern California Gas Company and Southern Counties Gas Company (Southern California Gas Company)	\$ 95.00 year	\$ 6.51	01-10-92
209790	Southern California Gas Company	\$ 95.00 year	\$ 66.63	08-30-92
110936	Southern California Edison Company	\$ 10.00 year	\$ 8.74	11-01-92
123602	The Pacific Telephone and Telegraph Company (Pacific Bell)	\$ 95.00 year	\$ 51.01	07-01-92
208526	Western Union	\$ 95.00 year	\$ 46.85	06-15-92
206621	MCI Telecommunications Corporation	\$ 95.00 year	\$ 3.90	01-01-92
211580	Bravenry Trusts	\$ 95.00 year	\$ 24.73	03-22-92
209264	Acton Cable Co.	\$ 95.00 year	\$ 8.85	01-20-92
175194	Southern California Gas Company	\$ 95.00 year	\$ 27.33	04-01-92
164450	The Pacific Telephone and Telegraph Company (Pacific Bell)	\$ 1,100.00 year	\$ 590.69	07-01-92
139682	The Pacific Telephone and Telegraph Company (Pacific Bell)	\$ 193.00 year	\$ 103.64	07-01-92
209262	Southern California Gas Company	\$ 95.00 year	\$ 15.36	02-14-92
210655	Southern California Gas Company	\$ 95.00 year	\$ 45.81	06-11-92
211286	Lang Station Inc.	\$ 95.00 year	\$ 17.44	02-22-92
111816	Southern California Gas Company and Southern Counties Gas Company (Southern California Gas Company)	\$ 327.00 year	\$ 114.67	04-25-92
209292	ATC - Cablevision	\$ 95.00 year	\$ 27.07	03-31-92
707419	Santa Clarita Water Company	\$ 95.00 year	\$ 69.23	09-09-92
210526	Santa Clarita Water Company	\$ 95.00 year	\$ 34.10	04-27-92
210527	Santa Clarita Water Company	\$ 95.00 year	\$ 62.21	08-13-92
151968	Southern California Gas Company	\$ 95.00 year	\$ 27.33	04-01-92
118950	Southern California Gas Company	\$ 95.00 year	\$ 27.33	04-01-92
211350	King Videocable Company	\$ 95.00 year	\$ 17.44	02-25-92
119404	Southern California Gas Company	\$ 95.00 year	\$ 27.33	04-01-92
212311	King Videocable Company	\$ 95.00 year	\$ 17.44	02-25-92
212312	King Videocable Company	\$ 95.00 year	\$ 17.44	02-25-92
119157	Southern California Gas Company	\$ 95.00 year	\$ 27.33	04-01-92

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<u>Lease No.</u>	<u>Tenant Name</u>	<u>Rental</u>	<u>Credited to Purchaser</u>	<u>Prorated From</u>
209298	King Video Cable Co.	\$ 95.00 year	\$ 26.55	03-29-92
111250	Southern California Gas Company	\$ 93.00 year	\$ 26.75	04-01-92
110281	Pacific Lighting Gas Supply Company (Southern California Gas Company)	\$ 601.00 year	\$ 510.44	10-23-92
114357	Pacific Lighting Gas Supply Company (Southern California Gas Company)	\$ 95.00 year	\$ 25.77	03-26-92
155429	Mobil Oil Corporation	\$ 95.00 year	\$ 4.16	01-02-92
155568	Atlantic Richfield Company	\$ 234.00 year	\$ 230.15	12-11-92
204033	United Cable Television of Los Angeles, Inc.	\$ 95.00 year	\$ 60.64	08-07-92
172294	Mobil Oil Corporation	\$ 294.24 year	\$ 12.09	01-01-92
120505	Southern California Gas Company	\$ 95.00 year	\$ 27.33	04-01-92
032983 **	Board of Public Service Commissioners of the City of Los Angeles	\$ 95.00 year	\$ 90.84	12-01-92

ROADWAY/ACCESS AGREEMENTS

160571 **	The United States of America (Pacifica Services Inc.)	\$ 10.00 year	\$.98	06-13-92
191075	Reliable Paving Company	\$ 20.00 year	\$ 4.06	02-26-92
168912	Southern California Edison Company	\$ 10.00 year	\$ 8.74	11-01-92
206475	Jerry Beran and Robbin Beran dba Robin's Nest	\$ 1,650.00 year	\$ 443.01	03-24-92
211214	G.H. Palmer Associates	\$ 216.00 month	\$ 181.16	12-12-92
160501	Golden Triangle Corporation (Colwell-Santa Clarita Development Co.)	\$ 2,625.00 year	\$ 1,193.84	06-01-92
175482	County Sanitation District No. 26 of Los Angeles County and Great Western Savings and Loan Association	\$ 10.00 year	\$ 6.06	07-26-92

AGREEMENTS NOT YET LOCATED

708899	Jones Intercable	\$ 100.00 year	\$ 183.87	02-12-92
710646	Southern California Gas Company	\$ 100.00 year	\$ 84.38	12-21-92

TOTAL PRORATED RENTS TO BE CREDITED TO PURCHASER

\$ 32,644.67

Calculations based on 15 days remaining in December (17 through 31)

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

** Rental proration figure based on the portion of the lease/agreement being conveyed to LACTC. Rental amount shown is the portion of the total amount of rental under the lease/agreement attributable to the lease area located in the sale area.

EXHIBIT B
Security Deposits

SAUGUS MAIN LINE CORRIDOR
Los Angeles County

<u>Lease No.</u>	<u>Tenant Name</u>	<u>Security Deposit</u>	<u>Amount Credited to Purchaser</u>
710597 **	Carlos H. Sanchez, Juan Carlos Munoz and Conmaco Import/Export International	\$10,000.00	\$ 2,000.00 (1)
709241	Clymore Real Estate Comapny dba Clymore Investment Company	\$ 2,000.00	\$ 2,000.00
710721	American Builders Supply, Inc.	\$ 300.00	\$ 300.00

(1) Purchaser is credited with 20% of the total Security Deposit since only 20% of the lease area is being conveyed to Purchaser. Tenant has only paid \$5,000.00 of the total Security Deposit and Seller retains the right to collect the remaining \$5,000.00 from Tenant.

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

** Rental proration figure based on the portion of the lease/agreement being conveyed to LACTC. Rental amount shown is the portion of the total amount of rental under the lease/agreement attributable to the lease area located in the sale area.

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WIRING/RECORDING INSTRUCTIONS

December 16, 1992

STEWART TITLE COMPANY
505 North Brand Boulevard
12th Floor
Glendale, California 91203
Attention: Messrs. Larry McGuire and
Jimmy Morada, Jr.

Re: Your Escrow No. _____
Purchase and Sale between Southern Pacific
Transportation Company ("SP"), and Los Angeles
County Transportation Commission ("LACTC")

Gentlemen:

A. DOCUMENTS

In connection with a closing pursuant to that certain Purchase and Sale Agreement dated September 30, 1992 (the "Purchase and Sale Agreement"), between SP and LACTC relating to the Saugus Main Line/LAAPT Bridge, we are delivering the following original documents (the "Documents") for recording in connection with the above referenced transaction, as hereinafter provided:

1. Partial Reconveyance dated as of December 16, 1992 from Bank of America (the "Core Reconveyance");
2. Partial Reconveyance dated as of December 16, 1992 from Bank of America (the "Ancillary Reconveyance");
3. Memorandum of Shared Use Agreement (Saugus Line) dated as of December 16, 1992 (the "Saugus Memorandum");
4. Grant Deed dated as of December 16, 1992 (the "Grant Deed") executed by SP in favor of LACTC;
5. Quitclaim Deed dated as of December 16, 1992 (the "Saugus Quitclaim Deed") executed by SP in favor of LACTC;

6. Quitclaim Deed dated as of December 16, 1992 (the "LAUPT Bridge Quitclaim Deed") executed by SP in favor of LACTC;
7. Grant Deed dated as of December 16, 1992 (the "Parcel 1A Grant Deed") executed by LACTC in favor of SP;
8. Easement Agreement dated as of December 16, 1992 (the "LACTC Easement"), executed by LACTC in favor of SP; and
9. Easement Agreement dated as of December 16, 1992 (the "SP Easement"), executed by SP in favor of LACTC.

B. FUNDS

1. Receipt of Funds. On or about December ____, 1992 (the "Closing Date"), LACTC will transfer \$36,963,055.33 (the "Funds") by Federal Reserve Wire to your trust account at

Bank of America NT&SA
ABA #121000358
345 North Brand Boulevard
Glendale, California 91203
A/C# 01620-15510
Ref. Stewart Title Company

and such Funds shall be held by you for the benefit of LACTC, in the above account, which you have advised us is a trust account, until you have complied with all of the instructions of this letter and are able to further disburse the Funds to SP as provided by the instructions in this letter.

2. Transfer of SP Funds. After compliance with all of the instructions of this letter, you are hereby authorized and instructed by the undersigned counsel of SP to transfer the Funds by intrabank transfer to the following account:

Account #00331-12140
(Credit--Southern Pacific Transportation)
Bank of America, NT&SA
ABA #121000358
San Francisco Main Office
345 Montgomery Street
San Francisco, California 94104


When the Funds have been forwarded to such last referenced account of SP, please telephone Ms. Nellie Lee in the Treasury Division of SP at (415) 531-2063 and advise her as to the specifics of the wire transfer.

C. CLOSING INSTRUCTIONS

1. Notification upon receipt of Funds. Upon receipt of the Funds you are to immediately notify the following:

- (a) Alan Wayte, Esq. or Michael Silver, Esq. at (213) 626-3399; and
- (b) G. Kevin Conwick, Esq. or Jill K. Rood, Esq. at (303) 861-7000.

2. Recordation of Documents. After your receipt of authorization from G. Kevin Conwick, Esq. or Jill K. Rood, Esq., counsel to SP, (which authorization may occur prior to your receipt of the Funds), then, you shall record the Documents with the County Recorder of Los Angeles County, California, in the following order:

- (a) the Core Reconveyance;
- (b) the Ancillary Reconveyance;
- (c) the Saugus Memorandum; MES 
- (d) the Grant Deed;
- (e) the Saugus Quitclaim Deed;
- (f) the LAUPT Bridge Quitclaim Deed;
- (g) the Parcel 1A Grant Deed;
- (h) the LACTC Easement; and
- (i) the SP Easement,

with directions to said County Recorder to return the recorded Documents described in items (c), (d), (e), (f) and (i) above to Dewey Ballantine, 333 South Hope Street, 30th Floor, Los Angeles, California 90071, Attention: Alan Wayte, Esq., and the Documents described in items (a), (b) (g) and (h) to Holme Roberts & Owen, 1700 Lincoln, Suite 4100, Denver, Colorado 80203, Attention: Paul V. Timmins, Esq. If all of the Documents cannot be recorded, then you are not authorized to record any of the Documents. We understand and acknowledge that you will not be issuing any title insurance in connection with this transaction and you will not be held liable for any losses incurred in connection with this accommodation recording.

3. Wiring Funds to SP. Upon your satisfaction of the instructions contained in paragraph C.2 above, then, and only then, you are to cause the Bank of America to make the intrabank transfer of the Funds to SP as provided in Section B above.

4. Notification of Recordation. Upon recordation of the Documents, you are to notify

- (a) Alan Wayte, Esq. or Michael Silver, Esq. at (213) 626-3399; and
- (b) G. Kevin Conwick, Esq. or Jill K. Rood, Esq. at (303) 861-7000,

and provide them with the time of recording and the instrument numbers for each of the Documents.

D. OTHER MATTERS

You shall deliver a certified copy of each of the recorded Documents within seven (7) days after the Closing Date to:

Dewey Ballantine
333 South Hope Street
30th Floor
Los Angeles, California 90071
Attention: Alan Wayte, Esq.

Please also deliver a copy of the certified copies of the recorded Documents to:

Jill K. Rood, Esq.
Holme Roberts & Owen
1700 Lincoln, Suite 4100
Denver, Colorado 80203

Your disbursement of the Funds shall constitute your irrevocable agreement to deliver all items required by this letter and to comply with all other instructions set forth herein.

If the Funds are held by you overnight, the Funds shall be placed in an interest-bearing account with interest accruing for the benefit of SP.

You shall send a bill for wiring fees and any and all other costs which may be incurred in closing this transaction to LACTC and SP at the following addresses:

Los Angeles County Transportation Commission
c/o Alan Wayte
Dewey Ballantine
333 South Hope Street, 30th Floor
Los Angeles, California 90071

Southern Pacific Transportation Company
c/o Jill K. Rood, Esq.
Holme Roberts & Owen
1700 Lincoln, Suite 4100
Denver, Colorado 80203

Such fees and cost shall be paid by LACTC and SP as provided in the Purchase and Sale Agreement.

If you cannot comply with all of the foregoing, you are not authorized to record the Documents. If you are unable to record, you shall call, without delay:

- (a) Alan Wayte, Esq. or Michael Silver, Esq. at (213) 626-3399; and
- (b) G. Kevin Conwick, Esq. or Jill K. Rood, Esq. at (303) 861-7000.

These instructions may be changed or revoked at any time by joint oral instructions from (i) Alan Wayte, Esq. or Michael Silver, Esq. and (ii) G. Kevin Conwick, Esq. or Jill K. Rood, Esq., followed by joint written confirmation.

Your recordation of any of the Documents shall be deemed your acceptance of these instructions; however, we request that you sign and return a copy of this letter indicating your acceptance of these instructions.

Very truly yours,

HOLME ROBERTS & OWEN
counsel to SP

DEWEY BALLANTINE
counsel to LACTC

By: _____

Jill K. Rood

By: _____

Michael E. Silver

Stewart Title Company
December 14, 1992
Page 6

The undersigned agrees to act in accordance with the foregoing instructions.

Dated: December 14, 1992

STEWART TITLE COMPANY

By: *Jummy Morada Jr.*
Title: TITLE OFFICER

29

December 16, 1992

Los Angeles County Transportation Commission
403 West 8th Street, Suite 500
Los Angeles, California 90014

Gentlemen:

In connection with today's closing at which you purchased from us ("SPT"), certain rail property in Los Angeles County known as the Saugus Line, we mutually terminated the Shared Use Agreement (Saugus and Ventura Lines) dated April 19, 1991 (the "First Shared Use Agreement") insofar as it pertained to the Saugus Line. However, we have agreed that the First Shared Use Agreement remains in effect insofar as it pertains to the Ventura Line, which is the area from Burbank Junction to Moorpark.

Because the Saugus Line is no longer part of the First Shared Use Agreement, SPT's "Agreed Annual Share," "Car Mile Component", "Route Mile Component" and "Original Total Miles" as set forth in Section 5.3 of the First Shared Use Agreement will need to be adjusted to reflect the amount attributable only to the Ventura Line. As we have discussed, these figures will be:

Car Mile Component:	\$485,028
Route Mile Component:	\$136,813
Agreed Annual Share:	\$621,841
Original Total Miles:	36.05

It is our mutual intention to use the foregoing figures, as adjusted from time to time pursuant to Section 5.3, to calculate the amounts due under Section 5.3 as if originally set forth therein.

In addition, the amount to be paid to SPT under subsection 5.3(b) of the First Shared Use Agreement will be reduced from \$70,000 per year to \$34,489, and the amount to be paid to SPT under subsection 5.3(j) of the First Shared Use Agreement will be reduced from \$165,000 per year to \$89,636. Both of these amounts will be adjusted from time to time as set forth in Section 5.3 of the First Shared Use Agreement. Also, for purposes of subsection 5.3(g), the "Base Car-Miles" shall be

Los Angeles County Transportation
Commission
December 16, 1992
Page 2

the car-miles for the Ventura Line for the fourth quarter of 1990.

I would appreciate it if you would acknowledge your concurrence with the foregoing by initialling in the space provided below.

Best regards.

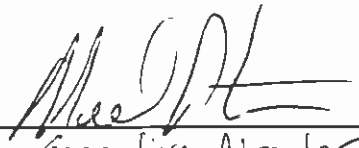
Very truly yours,

SOUTHERN PACIFIC TRANSPORTATION
COMPANY

By: 
Vice President

ACKNOWLEDGED AND AGREED TO
THIS 16 DAY OF DECEMBER, 1992

LOS ANGELES COUNTY TRANSPORTATION
COMMISSION

By: 
Executive Director

40136

December 16, 1992

Los Angeles County Transportation Commission
403 West 8th Street, Suite 500
Los Angeles, California 90014

Gentlemen:

In connection with today's closing at which you purchased from us ("SPT"), certain rail property in Los Angeles County known as the Saugus Line, we mutually terminated the Shared Use Agreement (Saugus and Ventura Lines) dated April 19, 1991 (the "First Shared Use Agreement") insofar as it pertained to the Saugus Line. However, we have agreed that the First Shared Use Agreement remains in effect insofar as it pertains to the Ventura Line, which is the area from Burbank Junction to Moorpark.

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Los Angeles County Transportation
Commission
December 16, 1992
Page 2


the car-miles for the Ventura Line for the fourth quarter of
1990.

I would appreciate it if you would acknowledge your
concurrence with the foregoing by initialling in the space
provided below.

Best regards.


Very truly yours,

SOUTHERN PACIFIC TRANSPORTATION
COMPANY

By: 
Vice President

ACKNOWLEDGED AND AGREED TO
THIS 16 DAY OF DECEMBER, 1992

LOS ANGELES COUNTY TRANSPORTATION
COMMISSION

By: 
Executive Director

40136

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LOS ANGELES COUNTY TRANSPORTATION COMMISSION
818 West Seventh Street, Suite 1100
Los Angeles, California 90017

December 6, 1992

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

Re: Purchase and Sale Agreement between Southern Pacific Transportation Company, as seller, and Los Angeles County Transportation Commission, as purchaser (Saugus Main Line, Santa Paula Branch, Terry Lumber Site, Wye Property and LAUPT Bridge)

Gentlemen:

This letter agreement supplements the above-referenced Purchase and Sale Agreement (the "Agreement") dated September 30, 1992 between Southern Pacific Transportation Company, as seller ("SP") and Los Angeles County Transportation Commission, as purchaser ("LACTC"). Capitalized terms used herein without definition have the respective meanings assigned to them in the Agreement.

From the date hereof until the earlier of (i) sixty (60) business days after the date that the parties attach a Schedule A hereto, as described below, that is reasonably acceptable to both parties, or (ii) such date as all of the obligations described on Schedule A to be attached hereto have been performed by SP to the reasonable satisfaction of LACTC, SP hereby agrees to make available to LACTC Mike Collier and two other experienced property management personnel of SP (the "SP Personnel") to work full-time during regular business hours of LACTC at LACTC's offices as agents for, and under the direction and supervision of, LACTC, to take the actions described on Schedule A with respect to the matters described on Schedule A (which actions shall not include commencement of litigation or other action which would require the hiring of outside persons or the expenditure of any amounts by SP). All actions taken by the SP Personnel pursuant to this letter agreement shall be performed by the SP Personnel solely as agents for, and not as employees of, LACTC, and LACTC shall not be responsible for the payment of any wages to, or employee benefits in respect of, the SP Personnel. The SP Personnel shall at all times remain employees of SP and SP shall be responsible for payment of their wages and employee benefits. The SP Personnel shall have the right to disclose the agency relationship described herein to third

parties. LACTC shall at any time have the right to require SP to replace any of the SP Personnel with other experienced property management personnel of SP for any reasonable cause (e.g., failure to follow directions of LACTC, failure to perform acceptable work, failure to come to work, bad work attitude, etc.).

Neither SP nor the SP Personnel shall be liable for, and LACTC shall be liable for, the following: (i) any and all actions taken in good faith by the SP Personnel at and consistent with the directions of LACTC, (ii) any and all causes of action brought by third parties against LACTC, SP or the SP Personnel arising out of the actions taken in good faith by the SP Personnel at and consistent with the directions of LACTC (other than causes of action brought by third parties arising out of vehicular accidents involving SP Personnel), and (iii) any and all liabilities, losses or damages incurred by LACTC, SP or the SP Personnel by reason of any such causes of action described in clause (ii) of this sentence, provided that nothing in this sentence shall prevent or preclude LACTC from bringing suit against and recovering from SP for the breach of any title warranty under the Agreement. SP shall be liable for, and LACTC shall not be liable for, the following: (i) any and all other causes of action brought by third parties against LACTC, SP or the SP Personnel arising out of actions taken by the SP Personnel in the scope of their employment (including their employment by SP as agents for LACTC, as herein provided), which shall include without limitation any causes of action brought by third parties arising out of vehicular accidents involving SP Personnel, (ii) any and all liabilities, losses or damages incurred by LACTC, SP or the SP Personnel by reason of any such causes of action described in clause (i) of this sentence, and (iii) any and all actions taken by the SP Personnel that are not done in good faith or that are not done at or consistent with the directions of LACTC, and (iv) any and all workers' compensation claims arising in connection with or relating to the SP Personnel. Each party agrees to indemnify, defend and hold the other party harmless from and against any matters for which such party is liable under the preceding two sentences.

With respect to the encroachments described on Schedule A, each such item shall be deemed performed hereunder at such time as either (i) the SP Personnel deliver to LACTC a lease or other agreement, as determined by LACTC, executed by the encroacher covering such encroachment, on LACTC's standard form, at a rental rate not less than the prevailing rental rate for similar uses on the Saugus Line property (e.g., billboard leases shall be at rental rates not less than prevailing billboard lease


Southern Pacific Transportation Company
December 16, 1992
Page 3

rates on the Saugus Line, and ground leases shall be at rental rates not less than prevailing ground lease rates on the Saugus Line), or (ii) the encroachment has been removed and/or demolished to LACTC's reasonable satisfaction, provided that, with respect to road crossing encroachments, LACTC may require that such road crossing encroachments be removed and/or demolished to LACTC's reasonable satisfaction. Upon request of the SP Personnel, LACTC shall accompany the SP Personnel to verify and confirm that the required action has been taken.

Kindly execute this letter in the space provided below to indicate your agreement to the terms and provisions hereof.

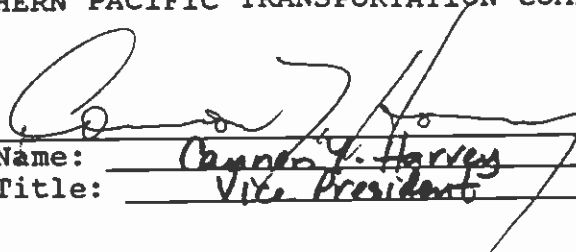
Very truly yours,

LOS ANGELES COUNTY TRANSPORTATION COMMISSION

By: 
Name: Neil Peterson
Title: Executive Director

Agreed to and accepted:

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: 
Name: Cannon G. Harvey
Title: Vice President

SCHEDULE "A"

This 26 page Schedule "A" has been agreed to and accepted by and between Southern Pacific Transportation Company ("SP") and the Los Angeles County Metropolitan Transportation Authority ("MTA"), as successor to the Los Angeles County Transportation Commission ("LACTC"), as of this 15th day of November, 1993. As of this same date, this Schedule "A" has been attached to the letter agreement ("Letter Agreement") between SP and the LACTC which is dated December 16, 1992 and which supplements the Purchase and Sale Agreement, dated September 30, 1992, between SP, as seller, and the LACTC, as purchaser, for the Saugus Main Line, Santa Paula Branch, Terry Lumber Site, Wye Property and LAUPT Bridge (the "Purchase and Sale Agreement"). Pursuant to the provisions of the Letter Agreement, attaching this Schedule "A" thereto commences the sixty (60) day period set forth in the Letter Agreement's second paragraph. Therefor, the parties hereto agree that such sixty (60) day period shall commence as of the date first written above.

The Letter Agreement and this Schedule "A" refer to only a portion of the Property covered under the Purchase and Sale Agreement, namely: the Saugus Main Line portion of the Property purchased from SP by the LACTC pursuant to that certain grant deed dated December 16, 1992, filed as Document No. 92-2383706 in the official records of the Recorders Office of the County of Los Angeles, State of California. Such portion of the Property shall hereafter be referred to as the "Saugus II Property".

The foregoing provisions and the provisions found on the following 26 page Schedule "A" are incorporated into and made a part of this Schedule "A" and the Letter Agreement.

SCHEDULE "A"

IN WITNESS WHEREOF, this Schedule "A" has been duly executed, in duplicate, by the parties hereto as of the date first above written.

MTA:

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, as successor to the LOS ANGELES COUNTY TRANSPORTATION COMMISSION

By: Velma C. Marshall
Name: VELMA C. MARSHALL
Title: Director of Real Estate

SP:

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: R. L. Stacy
Name: ROBERT L. STACY
Title: Assistant Vice President/Regional Director

APPROVED AS TO FORM:

DEWEY BALLANTINE

BY: J. Clark

Approved:

Paul V. Trini

SCHEDULE "A"

For purposes of this Schedule "A" and the Letter Agreement the term "encroachment" shall refer to each and every "ITEM" set forth on the following "SIGNBOARD ENCROACHMENTS", "SURFACE, ABOVE SURFACE & SUBSURFACE ENCROACHMENTS" and "CROSSING ENCROACHMENTS" lists. Refer to Section IV of this Schedule "A" for a key to the numbers found in the "ACTION" Column.

I. SIGNBOARD ENCROACHMENTS

ITEM #	ITEM	ACTION
1.	One, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising sign on the westerly side of the right-of-way, southerly of the Fletcher Drive overpass. (Sign is believed to be covered by SP Contract #710838.)	(1)
2.	Double-faced Gannett sign located at Alameda Street in Burbank (SP Contract #150591; MTA #S08014 is illuminated and the contract allows for an unilluminated sign only.	(3)
3.	Patrick Media sign located south of the Buena Vista Street crossing in Burbank (SP Contract #115782; MTA #S08014) isn't located as set forth in the contract.	(3)
4.	One, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising sign on the westerly side of the right-of-way @ the Cohasset Street stub. (Sign is believed to be covered by SP Contract #710839.)	(1)
5.	Multiple, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising signs covered under SP Contract #200970 and indicated on Val Map page V-45/S-5C as LIS Item 9. (Signs are still up and located as indicated in the contract).	(1)
6.	One, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising sign on the westerly side of the right-of-way at the Vineland Avenue stub.	(1)
7.	One, double-faced, unilluminated, 6'x 12' Cal Pac sign on the westerly side of the right-of-way northerly of the Ensign Avenue stub.	(1)
8.	One Sun Valley Chamber of Commerce sign on the westerly side of the right-of-way between the Ratner Street stub and the Sunland Blvd. crossing.	(1)

SCHEDULE "A"

9.	One, single-faced, 12'x 24' illuminated Gannett sign on the westerly side of the right-of-way at the Clybourne Avenue stub.	(3)
10. **	Three, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising signs located on the westerly side of the right-of-way, northerly of the Penrose Avenue crossing. (Signs appear to be covered by SP Contract #200971.)	(1)
11.	One, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising sign on the westerly side of the right-of-way between the Penrose Avenue crossing and I-5 crossing. (Sign is believed to be covered by SP Contract #710836.)	(1)
12. **	One, single-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising sign located on the westerly side of the right-of-way, southerly of the Tuxford Street underpass. (Sign appears to be covered by SP Contract #200996.)	(1)
13.	One, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising sign on the westerly side of the right-of-way between the Tuxford Street crossing and the Pendleton Street stub. (Sign is believed to be covered by SP Contract #710834.)	(1)
14. **	Six, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising signs located on the westerly side of the right-of-way, northerly of the Tuxford Street underpass. (Signs appear to be covered by SP Contract #200977.)	(1)
15. **	Three, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising signs located on the westerly side of the right-of-way, between the Wicks Street and the Allegheny Street stubs. (Signs appear to be covered by SP Contract #200976.)	(1)
16. **	One, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising sign located on the westerly side of the right-of-way, southerly of the Sheldon Street crossing. (Sign appears to be covered by SP Contract #200972.)	(1)

SCHEDULE "A"

17. **	One, single-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising sign located on the westerly side of the right-of-way, southerly of the Sheldon Street Crossing, and one, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising sign located on the westerly side of the right-of-way, northerly of the Sheldon Street crossing. (Both signs appear to be covered by SP Contract #205524.)	(1)
18. **	Four, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising signs located on the westerly side of the right-of-way. Two of the signs are located between the Sheldon Street and the Branford Street crossings and two of the signs are located between the Branford Street crossing and the Bromwich Street stub. (Signs appear to be covered by SP Contract #200975.)	(1)
19.	Patrick Media signs covered under the new SP Contract #155934, dated January 1, 1991, (MTA #S08045) aren't present at the end of Kagel Canyon Ave. as indicated in the contract.	(3)
20.	Five Patrick Media signs (these were covered under SP Contract #155934, prior to the execution of the new contract noted above) are present in the following locations with the following characteristics: (i) two, single-faced signs set in a "V" pattern just southerly of Kamloops Ave.; (ii) two, single-faced, unilluminated signs set in a "V" pattern at Glammis Ave.; and (iii) one, single-faced, illuminated sign at approximately MP 463.77.	(1)
21.	One single-faced, unilluminated, 6' x 12' Metropolitan Outdoor Advertising poster panel mounted on a single steel pole on the westerly side of the right-of-way between the Terra Bella Street stub and the Pierce Street crossing.	(1)
22.	One illuminated, single-faced, 12' x 24' Gannett poster panel on the westerly side of the right-of-way between the Terra Bella Street stub and the Pierce Street crossing.	(1)

SCHEDULE "A"

23. **	Two, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising signs located on the westerly side of the right-of-way, on either side of the Pierce Street crossing. (Signs appear to be covered by SP Contract #200974.)	(1)
24.	Two Gannett signs (covered by SP Contract #145494; MTA #S08037) located on the westerly side of the right-of-way just northerly of the Van Nuys Blvd. crossing are both illuminated and the contract calls for one illuminated and one unilluminated sign.	(3)
25. **	One, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising sign located on the westerly side of the right-of-way, northerly of the Van Nuys Boulevard crossing. (Sign appears to be covered by SP Contract #200998.)	(1)
26.	One, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising sign (assumed to be covered under SP Contract #204837) located on the westerly side of the right-of-way between the I-118 crossing and the Desmond Street stub isn't located as indicated in the contract.	(1)
27.	One, single-faced, illuminated Patrick Media sign which was covered under SP Contract #123254, prior to the execution of a new Contract #123254 (MTA #S08025) on January 1, 1991) is present south of Wolfskill/Jessie Street.	(1)
28.	One, single-faced, unilluminated, 12'x 24' 3M National sign (assumed to be covered under SP Contract #183984; MTA #S08080) located on the westerly side of the right-of-way just southerly of the La Rue Street stub isn't located as indicated in the contract.	(3)
29.	One single-faced, unilluminated 6' x 12' Metropolitan Outdoor Advertising poster panel on a single steel pole on the westerly side of the right-of-way just southerly of the La Rue Street stub. (Sign is believed to be covered by SP Contract #107432.)	(1)
30.	Two local business signs, advertising "Jesus Loves You" and "Flowers", respectively, on the westerly side of the right-of-way just northerly of the La Rue Street stub.	(1)

SCHEDULE "A"

31.	Patrick Media signs covered under the new SP Contract #123257, dated January 1, 1991, (MTA #S08026) aren't present at MP 459.97 as indicated in the contract.	(3)
32.	Two, single-faced, illuminated Patrick Media signs which were covered under SP Contract #123257, prior to the execution of a new Contract #123257 indicated above, are present at El Casco Ave.	(1)
33. **	Four, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising signs located on the westerly side of the right-of-way. Three of the signs are located between the Polk Street and the Bledsoe Street crossings and one of the signs is located just northerly of the El Cajon Avenue stub. (Signs appear to be covered by SP Contract #200973.)	(1)
34.	Three, single-faced, 12'x 24', unilluminated Gannett signs on the westerly side of the right-of-way @ the Cobalt Street stub.	(1)
35.	One, double-faced, unilluminated, 6'x 12' Metropolitan Outdoor Advertising sign on the westerly side of the right-of-way between the Cobalt Street stub and the Roxford Street crossing. (Sign appears to be covered by SP Contract #710832.)	(1)
36.	One local business sign, advertising "Pioneer Refinery/Chevron", on the easterly side of the right-of-way along Pine Street, southerly of San Fernando Road crossing.	(1)
37.	Two single-faced, 12' x 24' Patrick Media poster panels set in a "V" pattern (assumed to be covered by SP Contract #150207; MTA #S08038) located on the easterly side of the right-of-way southerly of Circle J Ranch Road aren't correctly described in the contract and aren't located as indicated therein.	(3)
38.	Patrick Media double-faced sign located approximately 300 feet northerly of Circle "J" Ranch Road (previously Parvin Drive) and assumed to be covered under the new SP Contract #183970, dated January 1, 1991 (MTA #S08079) - the contract indicates the correct location for the sign within the contract language, but shows a different location (ie. MP 450.59, where no sign exists) on its lease plat.	(3)

SCHEDULE "A"

39.	Patrick Media double-faced sign located at approximately MP 451.2 and assumed to be covered under the new SP Contract #150209, dated January 1, 1991 (MTA #S08039) - the contract shows the correct location for the sign on its lease plat, but indicates a different location (ie. 0.2 miles N/O 16th Street, where no sign exists) within its contract language.	(3)
40.	Three, double-faced, unilluminated, 6'x 12' Canyon Outdoor Advertising signs on the easterly side of the right-of-way between the Circle J Ranch Road and the Drayton Street crossings.	(1)
41.	One, double-faced, illuminated, 12'x 24' Patrick Media sign (sign #1460 & 1461) on the northerly side of the right-of-way between the Santa Clarita Metrolink Station and the Golden Oak Road crossing.	(1)
42.	One double-faced, unilluminated, 12'x 24' 3M National sign (sign #'s 14088A & 14089A) on the northerly side of the right-of-way just easterly of the above noted sign.	(1)
43.	Two, double-faced, unilluminated, 6'x 12' Canyon Outdoor Advertising signs on the northerly side of the right-of-way just easterly of the above-noted sign.	(1)
44.	One local business sign, advertising "Ed Terk Realty", on the southerly side of the right-of-way at approximately MP 448.05 across from the sign noted above.	(1)
45.	One, double-faced, illuminated, 12'x 24', Patrick Media sign (sign #'s 1463 & 1464) on the northerly side of the right-of-way easterly of the above-noted sign, but westerly of the LA Aqueduct crossing.	(1)
46.	One, double-faced, unilluminated, 6'x 12' Canyon Outdoor Advertising sign on the northerly side of the right-of-way easterly of the above-noted sign, but westerly of the LA Aqueduct crossing.	(1)
47.	One, double-faced, illuminated, 12'x 24' Patrick Media sign (sign #'s 1465 & 1466) on the northerly side of the right-of-way just easterly of the Canyon Country Chamber of Commerce sign at Item 15 on Val Map Page V-51/18.	(1)

SCHEDULE "A"

48.	One, double-faced, illuminated, 12'x 24' Patrick Media sign (sign #'s 1467 & 1468) on the northerly side of the right-of-way easterly of the Hope Way crossing.	(1)
49.	One "V" shaped, illuminated local business sign, advertising "Berks Office Supplies", on the southerly side of the right-of-way @ Hope Canyon Road stub.	(1)
50.	One, double-faced, unilluminated, 6'x 12' Canyon Outdoor Advertising sign on the northerly side of the right-of-way just northerly of the above-noted sign, below the multiple power line crossing.	(1)
51.	One double-faced local business sign, advertising the "Santa Clarita Baptist Church" on one side and "The Computer Chip" on the other, on the northerly side of the right-of-way just westerly of the Ruether Avenue stub.	(1)
52.	One local business sign covered under SP Contract #178235 (MTA #S08075) and located at Item 6 on Val Map page V-51/17 - the type of sign set forth in the contract doesn't match the type of sign located on the right-of-way.	(3)
53.	One unilluminated, double-faced local business sign, advertising "Copy-It" on both sides, on the northerly side of the right-of-way between the Ruether Avenue and Furnivall Avenue stubs.	(1)
54.	One local business sign covered under SP Contract #208206 (MTA #S08125) and located at Item 4 on Val Map page V-51/17 - the type of sign set forth in the contract doesn't match the type of sign located on the right-of-way.	(3)
55.	One local business sign covered under SP Contract #191119 (MTA #S08091) and located at Item 3 on Val Map page - the sign is located at Furnivall Avenue, approximately 300 feet easterly of where it is indicated in the contract.	(3)
56.	One unilluminated local business sign, advertising "23 Acres For Sale", on the southerly side of the right-of-way just westerly of the Furnivall Avenue stub.	(1)

SCHEDULE "A"

57.	One, double-faced, unilluminated, 6'x 12' Canyon Outdoor Advertising sign on the northerly side of the right-of-way between the Furnivall Avenue and the Honby Avenue stubs.	(1)
58.	One unilluminated local business sign, advertising "Canyon Country Villas", on the southerly side of the right-of-way between the Furnivall Avenue and Honby Avenue stubs.	(1)
59.	Two unilluminated local business signs, advertising "Canyon Country Villas" and "Rainbow Glen Estates", respectively, on the southerly side of the right-of-way just westerly of the Rainbow Glen Road crossing.	(1)
60.	Multiple 3M National signs covered under SP Contract #184426 (MTA #S08082) - the two, single-faced signs set in a "V" pattern which are to be located at MP 446.59, pursuant to the contract, aren't present on the right-of-way (all other signs covered under this contract are installed where indicated therein).	(3)
61.	Three local business signs, advertising a market/deli, on the easterly side of the right-of-way -the first sign is at ± MP 416; the other two lie northerly of this location.	(1)
62.	Two local business signs, advertising "Pacific Villas" and "Street Laurent", respectively, on the easterly side of the right-of-way just southerly of the Avenue S crossing.	(1)
63.	One, unilluminated, double-faced, 12'x 24' Martin sign on the easterly side of the right-of-way just southerly of the Avenue S crossing	(1)
64.	One, single-faced, unilluminated, 12'x 24' 3M National sign on the westerly side of the right-of-way just northerly of MP 412. (It is likely that SP Contract# 151688 was intended to cover this sign. However, this contract covers a sign which was to be installed on the easterly side of the rail right-of-way. No such sign presently exists.)	(1)
65.	Sign encroachment on the westerly side of the right-of-way southerly of the Martin Outdoor sign located at Item 32 on Val Map Page V-51/7.	(1)

SCHEDULE "A"

66.	Partial encroachment into the MTA 40' strip of a Martin Outdoor sign located at Item 32 on Val Map Page V-51/7. (Believed to be covered under SP Contract #113494).	(4B)
67.	Partial encroachment into the MTA 40' strip of a Martin Outdoor sign located at Item 37 on Val Map Page V-51/7. (Believed to be covered under SP Contract #198390).	(4A)
68.	Partial encroachment into the MTA 40' strip of a Martin Outdoor sign located at Item 31 on Val Map Page V-51/7. (Believed to be covered under SP Contract #198392).	(4A)
69.	One local business sign mounted on a trailer, advertising "Motorcycle Accessories Service", on the westerly side of the right-of-way between Items 31 and 29 on Val Map Page V-51/7.	(4C)
70.	Partial encroachment into the MTA 40' strip of a Martin Outdoor sign located at Item 29, on Val Map Page V-51/71. (Believed to be covered under SP Contract #198391).	(4A)
71.	Four local business signs, advertising "Good Life Dog Food", "John Hemme Hay & Feed", "Firewood" and "Secard Pools", respectively, partially encroach into MTA's 40' strip between Items 29 and 28 on Val Map Page V-51/7.	(4C)
72.	Partial encroachment into the MTA 40' strip of a Martin Outdoor sign located at Item 28 on Val Map Page V-51/7. (Believed to be covered under SP Contract #112708).	(4A)
73.	Partial encroachment into the MTA 40' strip of a Martin Outdoor sign located at Item 47 on Val Map Page V-51/7. (Believed to be covered under SP Contract #194946).	(4B)
74.	Partial encroachment into the MTA 40' strip of a sign entitled "City of Lancaster New Home Guide" located on the westerly side of the right-of-way between Items 47 and 45 on Val Map Page V-51/7.	(4C)
75.	Partial encroachment into the MTA 40' strip of a Martin Outdoor sign located at Item 45 on Val Map Page V-51/7. (Believed to be covered under SP Contract #194947).	(4B)

SCHEDULE "A"

76.	Partial encroachment into the MTA 40' strip of an illuminated, double-faced, 12'x 24' Martin sign on the westerly side of the right-of-way between Avenues L and K at \pm MP 407.95. (Believed to be covered under SP Contract #183143).	(4B)
77.	Partial encroachment into the MTA 40' strip of an illuminated, double-faced, 12'x 24' Martin sign on the westerly side of the right-of-way between Avenues L and K at \pm MP 407.85. (Believed to be covered under SP Contract #183143).	(4B)
78.	Partial encroachment into the MTA 40' strip of an illuminated, double-faced, 12'x 24' Martin sign on the westerly side of the right-of-way between Avenues L and K at \pm MP 407.70. (Believed to be covered under SP Contract #183143).	(4B)
79.	Partial encroachment into MTA 40' strip of an illuminated, double-faced, 12'x 24' Martin sign on the westerly side of the right-of-way between Avenues L and K at \pm MP 407.55. (Believed to be covered under SP Contract #183143).	(4B)
80.	Partial encroachment into MTA 40' strip of an illuminated, double-faced, 12'x 24' Martin sign on the westerly side of the right-of-way between Avenues L and K at \pm MP 407.25. (Believed to be covered under SP Contract #183143).	(4B)
81.	Partial encroachment into MTA 40' strip of an illuminated, double-faced, 12'x 24' Martin sign on the westerly side of the right-of-way between Avenues L and K at \pm MP 407.20. (Believed to be covered under SP Contract #183143).	(4B)
82.	Partial encroachment into MTA 40' strip of a sign entitled "City of Lancaster New Home Guide" located on the westerly side of the right-of-way between Avenues L and K at \pm MP 407.20.	(4C)
83.	Partial encroachment into MTA 40' strip of a 3M National sign located at Item 44 on Val Map Page V-51/7. (Believed to be covered under SP Contract #162447).	(4A)
84.	Partial encroachment into MTA 40' strip of a Martin Outdoor sign located at Item 12 on Val Map Page V-51/7. (Believed to be covered under SP Contract #183143).	(4B)

SCHEDULE "A"

85.	Partial encroachment into the MTA 40' strip of a Martin Outdoor sign located at Item 23 on Val Map Page V-51/7. (Believed to be covered under SP Contract #108554).	(4B)
86.	Partial encroachment into the LACTC MTA 40' strip of a Kunz and Co. sign located at Item 9 on Val Map Page V-51/7. (Covered under SP Contract #200642).	(4A)
87.	Two, single-faced 12' x 24' Martin Outdoor signs set in a "V" pattern - the northerly sign being unilluminated and the southerly sign being illuminated - both are on the westerly side of the right-of-way between Items 22 and 21 on Val Map Page V-51/7.	(1)
88.	One local business sign to B.W. Troth (illuminated, 12' x 24', double-faced), located at Item 21 on Val Map Page V-51/7. (Believed to be covered under SP Contract #124831).	(1)
89.	Partial encroachment into the MTA 40' strip of a Martin Outdoor sign located at Item 11 on Val Map Page V-51/7. (Believed to be covered under SP Contract #097436).	(4B)

II. SURFACE, ABOVE SURFACE & SUBSURFACE ENCROACHMENTS

<u>ITEM #</u>	<u>LOCATION</u>	<u>ITEM</u>	<u>ACTION</u>
1.	Glendale	Paved parking area along W. San Fernando Road north of the Ralph's parking lease & South of Elk Avenue with sign saying "Parking for Warrington Brothers Only".	(1)
2.	Glendale	Fenced area projecting approximately 14' into the right-of-way used by numerous abutting businesses running along W. San Fernando Rd. from Doran Street south. (Per SP, Harrington Tools is the user here).	(1)
3. *	Burbank	Lease to Lawrence Engineering & Supply, Inc., (SP #140822) covering portion of platform south of Verdugo Avenue.	(2)

SCHEDULE "A"

4. **	Sun Valley	Agreement with Mobil Oil allowing the placement and operation of three (3) deep anode cathodic protection devices at three (3) separate locations along the right-of-way. (These devices appear to be covered under SP Contract #148059.)	(1)
5.	Sylmar	Property lying just north of MP 457 with two large blue corrugated metal warehouses located on it - the fence line of this property appears to encroach 10 to 15 feet into the right-of-way.	(1)
6.	Sylmar	The "Ted Sakaida Trucking" property, located adjacent to, and north of, the above noted property - the fence line of this property appears to encroach 10 to 15 feet into the right-of-way.	(1)
7.	Sylmar	The "Competitive Crane Rentals" property, located adjacent to, and north of, the above noted property - use of this property appears to encroach along its entire length, in some areas this encroachment is approximately 5 feet from the tracks.	(1)
8. *	Santa Clarita	"Pipe/pole line" to the Los Angeles Department of General Services at +MP 452.9 covered by SP Contract #163320. (Indicated as Item 39 on Valuation Section V-45/1.)	(2)
9.	Santa Clarita	Parking areas along the eastern edge of the right-of-way to the north and south of L&R Electric's leasehold (SP Contract #203681; MTA #L08111), south of the 13th Street crossing (SP Contract #203681; MTA #L08111).	(1)
10.	Santa Clarita	Access road from Drayton Street to American Builder's Supply leasehold (SP Contract #710721; MTA #X08163).	(1)
11.	Santa Clarita	County Sanitation plant located along easterly side of tracks at the Saugus curve just northerly of MP 450: access road and plant may encroach.	(1)

SCHEDULE "A"

12. *	Santa Clarita	"Pipe/pole line" to Valley Cable T.V. at +MP 448.8 covered by SP Contract #196125. (Indicated as Item 37 on Valuation Section V-51/18.)	(2)
13.	Santa Clarita	Lease to James Patton (SP Contract #190901; MTA #L08090) currently being used by Far West Rent-a-Car and the Ski Wear Outlet - no real estate office is present on the site.	(9)
14. *	Santa Clarita	Telephone line crossing to the City of Los Angeles covered by SP Contract #189127 (MTA Contract #A0008331) - only a supplement to the original Indenture was received by the MTA. (Indicated as Item 35 on Valuation Section V-51/18.)	(2)
15.	Santa Clarita	Construction activity, including the movement of heavy equipment and the storage of construction materials, on both sides of the right-of-way. This activity appears to be related to the construction of an overpass for Whites Canyon Road and spreads approximately 0.6 miles along the right-of-way around MP 445.	(1)
16.	Santa Clarita	An approximate 20 foot high wall beginning at the Sierra Highway overpass (approximately MP 444.1) and stretching approximately 0.4 miles to the west along the northerly edge of the right-of-way. This wall is located approximately 28 feet from the centerline of the tracks for most of its length, but lies even closer to the tracks at its easterly end.	(1)
17.	Lang	National Asphalt's operations located just west of Lang Station road on the north side of the operating right-of-way and cutting across most of the non-operating right-of-way around MP 439.00.	(1)
18.	Lang	Fenced area encroachment located just west of Lang Station Road on the south side of the operating right-of-way around MP 439.00.	(1)
19.	Lang	The area under use by P.W. Gillabrand (SP #202282; MTA #L08109) appears much larger than as set forth in the contract.	(3)

SCHEDULE "A"

20.	Lang	Above ground tank farm located just east of P.W. Gillabrand's operations noted above at \pm MP 438.2.	(1)
21. *	Russ	Drainage sump to Curtis Construction at +MP 436.26 covered by SP Contract #175193. (Indicated as Item 3 on Valuation Section V-51/15.)	(2)
22.	Soledad	Squatter (family living in an old mobile home, junked cars in area) at approximately MP 433.5.	(1)
23.	Ravena	Parking area located around the crossing to Polsa Rosa Ranch at \pm MP 431.2	(1)
24.	Ravena	Fenced corral area on northerly side of the tracks at approximately MP 429 appears to be located entirely within the right-of-way.	(1)
25.	Ravena	Dumpster area located on the northerly side of the tracks just west of Bootlegger Canyon Road (approximately MP 428.7) lies entirely within the right-of-way.	(1)
26.	Acton	Trailer, garage and large storage container appear to be encroaching along the westerly side of the right-of way just south of the northernmost Crown Valley Road crossing (approximately MP 426).	(1)
27.	Acton	Residence's fence line encroachment along the northerly side of the tracks at approximately MP 422.6.	(1)
28.	Palmdale	"Frontier Nursery" (fenced area) appears to encroach approximately 50 feet into the operating right-of-way and may also encroach across the "Y" area along the north westerly edge of the operating right-of-way.	(1)

SCHEDULE "A"

29.	Palmdale	"Marshall 5" which appears to rent U-Hauls, and sell hay, propane and corral fencing material (an unfenced area lying to the south of the encroachment noted above along the northwesterly edge of the operating right-of-way) appears to encroach approximately 50 feet into the operating right-of-way and may also encroach across the "Y" area. (This area is being used for access, storage, parking and travel trailer living).	(1)
30. *	Palmdale	Power line to the City of Los Angeles at +MP 420.13 covered by SP Contract #187633. (Indicated as Item 8 on Valuation Section V-51/10.)	(2)
31.	Palmdale	An unpaved Park-N-Ride (?) lot located on the northwesterly side of the tracks on the northerly side of the Angeles Forest Highway crossing (approximately MP 419.8) appears to encroach approximately 25 feet into the right-of-way.	(1)
32.	Palmdale	Two fenced areas located along the southwesterly side of the tracks just north of the private crossing covered under SP Contract #160626 (MTA #A008052 at ± MP 417.00, the fence line of both areas encroaches approximately 20 feet into the right-of-way and both appear abandoned - one is littered with junk and debris which needs to be removed).	(1)
33. **	Palmdale	Water line crossing to Kirst Construction at + MP 416.71. (This crossing appears to covered under SP Contract #159380.)	(1)
34. *	Palmdale	Parking lot lease to Stefan and Theresa Scherer at +MP 413.65 covered under SP Contract #171648. (This lease is indicated as Item 27 and/or 35(?) on Valuation Section V-51/9.)	(2)
35. *	Palmdale	"Unclassified 99" use to the County of Los Angeles at +MP 413.80 covered by SP Contract #164049. (Indicated as Item 30 on Valuation Section V-51/9.)	(2)

SCHEDULE "A"

36. *	Lancast.	Sewer line to the Los Angeles County Sanitation District at +MP 407.09 covered by SP Contract #060842. (Indicated as Item 51 on Valuation Section V-51/7.)	(2)
37.	Lancast.	Use by Kwik Key Locksmiths (partially covered under SP Contract #187405; MTA # L08086).	(3)
38.	Lancast.	Use by All Valley Carpet and Upholstery Cleaning (partially covered under SP Contract #193811; MTA #L08098).	(3)
39.	Lancast.	Use by Crazy Otto's Restaurant (partially covered under SP Contract #201108; MTA #L08105).	(9)
40.	Lancast.	Use by Woodpecker Custom Cabinets (SP Contract #205541).	(1)

III. CROSSING ENCROACHMENTS

<u>ITEM</u>	<u>ITEM</u>	<u>MP</u>	<u>ACTION</u>
1.	Pedestrian crossing at grade (no warning devices) allowing access to and from parking areas leased to the City of Burbank.	469.8±	(5)
2.	Private crossing at grade for City of L.A.	462.5±	(7)
3.	Astoria Street pedestrian crossing (no warning devices)	460.5±	(5)
4.	Private crossing to MWD (may be covered under SP Contract # 153066)	451.27	(6)
5.	Private crossing to Great Western Bank (may be covered under SP Contract # 176024)	450.00	(6)
6.	Private roadway (may be covered under SP Contract # 211264)	445.31	(6)
7.	Private crossing at grade for construction contractor.	445.0±	(5) or (8)

SCHEDULE "A"

8.	Private crossing to Rasmussen	444.88	(6) or (8)
9.	Private crossing	444.70	(6)
10.	Private crossing	444.10	(6)
11.	Public crossing at grade at Jakes Way, under construction (Pardee)	444.0±	(5)
12.	Private roadway (may be covered under SP Contract # 183054)	444.00	(6)
13.	Private crossing	443.90	(6)
14.	Private crossing at grade (Humphreys Station)	443.1±	(5)
15.	Private crossing at grade (horse stables)	442.7±	(5)
16.	Private crossing	442.40	(6)
17.	Private crossing below grade (underpass)	441.7±	(5)
18.	Private crossing at grade	440.9±	(5)
19.	Private crossing at grade located near gas line crossing	440.2±	(5)
20.	Private crossing	439.60	(6)
21.	Private crossing at grade between tunnels (adjacent to Capra Road)	437.1±	(5)
22.	Private crossing to Schmidt which is a portion of their lease under SP Contract #175806 (MTA # 8067) doesn't appear to be located where indicated in the contract (ie. at MP 436.65).	436.65	(3)
23.	Private crossing to Leo W. Williams, which is referred to in the Schmidt lease (SP Contract # 175806; MTA # 8067) and is to be shared by Schmidt and Williams.	436.65	(6)
24.	Private crossing	436.50	(6)
25.	Private crossing	435.50	(6)

SCHEDULE "A"

26.	Private crossing	434.50	(6)
27.	Private crossing at grade to trailer park	434.2±	(5)
28.	Private crossing	433.60	(6)
29.	Private crossing	433.40	(6)
30.	Abandoned private crossing with crossing gates still in place. Physical crossing has been removed. (served trailer park)	432.2±	(5)
31.	Private crossing (Champadele Ranch)	429.65	(6)
32.	Private crossing at grade at Polsa Rosa Ranch	429.3±	(5)
33.*	Public roadway/crossing to the County of Los Angeles covered under SP Contract #189086. (Indicated as Item 9 on Valuation Section V-51/10.)	420.20	(2)
34.	Private crossing at grade (may be covered under SP Contract # 199344)	418.8±	(5)
35.	Private crossing at grade	416.89	(6)
36.*	Public roadway/crossing to the City of Palmdale covered under SP Contract #165131. (Indicated as Item 33 on Valuation Section V-51/9.)	416.00	(2)
37.*	Public roadway/crossing to the City of Palmdale covered under SP Contract #165132. (Indicated as Item 34 on Valuation Section V-51/9.)	416.00	(2)
38.*	Public roadway/crossing to the County of Los Angeles covered under SP Contract #161147. (Indicated as Item 32 on Valuation Section V-51/9.)	415.85	(2)
39.*	Public roadway/crossing to the City of Palmdale covered under SP Contract #160294. (Indicated as Item 31 on Valuation Section V-51/9.)	413.99	(2)

SCHEDULE "A"

40.*	Public roadway/crossing to the State of California covered under SP Contract #165416. (Indicated as Item 28 on Valuation Section V-51/9.)	413.80	(2)
41.*	Public roadway/crossing to the County of Los Angeles covered under SP Contract #164048. (Indicated as Item 29 on Valuation Section V-51/9.)	413.80	(2)

IV. KEY TO ENCROACHMENT LISTS

- (1) The SP Personnel will attempt to locate a current contract covering this item.
 - (a) If a current contract exists, and its terms and conditions match the existing use, the SP Personnel will: (i) formally assign to MTA all or part of its right, title and interest in, and to, the contract (as applicable); (ii) forward to MTA any appropriate amount of revenue (e.g. rent, license fees, etc.) received under the contract for the period commencing with December 16, 1992 and ending with the last day of the month in which the contract is transferred (the "SP Holding Period"); (iii) transfer to MTA any security deposits held under the contract; (iv) deliver to MTA an original of the contract, if available, for each full assignment, and a copy of the contract for each partial assignment and for each full assignment where the original contract is unavailable; and (v) prepare and deliver a written letter to the contractor (ie. lessee, licensee, permittee, etc.) setting forth: that the contract has been fully or partially assigned to the MTA; that the date of assignment was December 16, 1992; that the contract was somehow missed as part of the original assignment; that all or a portion of the revenue received by SP during the SP Holding Period has been delivered to the MTA; that all, or the appropriate portion of, any unpaid and delinquent amounts due the MTA which accrued during the SP Holding Period should be delivered immediately to the MTA; that all, or the appropriate portion of, any revenue due the MTA under the contract after the SP Holding Period should be delivered directly to the MTA; and that all, or the

SCHEDULE "A"

appropriate portion of, the payments due the MTA should be delivered to a specific address to be provided by the MTA.

- (b) If a current contract exists, but its terms and conditions do not match the existing use, then, at the discretion of MTA: (i) the SP Personnel will prepare (using an MTA form), and will work on having the user subscribe, an amendment to the contract which will cover the existing use; or (ii) the SP Personnel will work on having the current user alter its use to conform to the current contract. At MTA's discretion, the amendment will include an increase/decrease in the amount of revenue earned under the contract, as is appropriate. In either event, the SP Personnel will also perform tasks (i) through (v) indicated for "Action" No. (1)(a), above.
 - (c) If a current contract cannot be located by the SP Personnel, then, at the discretion of MTA: (i) the SP Personnel will prepare (using an MTA form), and will work on having the user subscribe, a new contract which covers the existing use; or (ii) the SP Personnel will work on having the encroaching use removed from the Saugus II Property.
- (2) Items marked with this "Action" number are suspected of impacting the Saugus II Property. These items were shown on the valuation maps provided by SP as part of the Saugus II sale. As drawn, these items show impacts to the Saugus II Property, however, the contracts associated with these items were not assigned to the MTA as part of the sale. As such, the MTA has been unable to verify whether these items impact the Saugus II Property or were simply plotted incorrectly. SP's LIS books do not provide plats for these contracts, so verification was not possible using these books. Therefore, the SP Personnel need to review the original contracts covering these items to determine whether or not these items impact the Saugus II Property. If they do, the SP Personnel shall follow the procedure set forth under "Action" No. (1) above. If they don't, the SP Personnel shall notify the MTA of this fact, and shall provide them with sufficient evidence of the same.
- (3) At the discretion of the MTA: (i) the SP Personnel will prepare (using an MTA form), and will work on having the

SCHEDULE "A"

user subscribe, an amendment to the contract which will cover the existing use; or (ii) the SP Personnel will work on having the current user alter its use to conform to the current contract. At MTA's discretion, the amendment will include an increase/decrease in the amount of revenue earned under the contract, as is appropriate. The SP Personnel will also perform tasks (i) through (v) indicated for "Action" No. (1)(a), above, as applicable.

- (4A) This sign partially encroaches into the Saugus II Property, lying partially on SP-owned property to the west. The contract covering this sign indicates that it should be located entirely to the west of the Saugus II Property. Therefore, the SP Personnel will perform the following tasks, in the following order, with respect to this sign:
- (a) The SP Personnel will first notify the sign's owner:
 - (i) that the sign is improperly located pursuant to the terms of their contract, and (ii) that such improper location is a breach of their contract, and (iii) that they must relocate the sign to the location set forth in the contract.
 - (b) The SP Personnel will then give the sign owner the option of: (i) relocating the encroaching portion of the sign off of the Saugus II Property to a location agreeable to SP; or (ii) relocating the sign to the location set forth in the contract.
 - (c) If the sign's owner refuses to relocate the sign, as set forth above, the SP Personnel will attempt to have the sign owner subscribe an amendment to the contract (prepared by the SP Personnel using an MTA form) which will properly locate the sign in exchange for the sign owner's waiver of any future monetary consideration from the MTA (including, but not limited to, relocation and goodwill assistance payments) should the MTA or SP request a relocation or removal of the sign at some future date.
 - (d) If the sign owner refuses to subscribe the amendment set forth above, or delays the relocation of the sign beyond a reasonable length of time, the SP Personnel will, at the discretion of the MTA, work on: terminating the contract covering this sign; and having the sign removed from the Saugus II Property.

SCHEDULE "A"

In any event, the SP Personnel will, as applicable, also perform tasks (i) through (v) indicated for "Action" No. (1)(a), above.

- (4B) This sign partially encroaches into the Saugus II Property, lying partially on SP-owned property to the west. The contract covering this sign indicates that the sign's current location is not where it should be according to the contract. If properly located, however, the sign would still partially encroach into the Saugus II Property. Therefore, the SP Personnel will attempt to locate a current contract covering this item.
- (a) If a current contract exists, and its terms and conditions match the existing use, the SP Personnel will: (i) formally assign to MTA that portion of its right, title and interest in, and to, the contract which pertains to that portion of the sign lying within the Saugus II Property; (ii) forward to MTA any appropriate amount of revenue (e.g. rent, license fees, etc.) received under the contract for the period commencing with December 16, 1992 and ending with the last day of the month in which the contract is transferred (the "SP Holding Period"); (iii) transfer to MTA any security deposits held under the contract; (iv) deliver to MTA a copy of the contract; and (v) prepare and deliver a written letter to the contractor (ie. lessee, licensee, permittee, etc.) setting forth: that the contract has partially assigned to the MTA; that the date of assignment was December 16, 1992; that the contract was somehow missed as part of the original assignment; that all or a portion of the revenue received by SP during the SP Holding Period has been delivered to the MTA; that all unpaid and delinquent amounts due the MTA which accrued during the SP Holding Period should be delivered immediately to the MTA; that all revenue due the MTA under the contract after the SP Holding Period should be delivered directly to the MTA; and that all payments due the MTA should be delivered to a specific address to be provided by the MTA.
- (b) If a current contract exists, but its terms and conditions do not match the existing use, then, at the discretion of MTA: (i) the SP Personnel will prepare (using an MTA form), and will work on having the user subscribe, an amendment to the contract which will

SCHEDULE "A"

- cover the existing use; or (ii) the SP Personnel will work on having the current user alter its use to conform to the current contract. At MTA's discretion, the amendment will include an increase/decrease in the amount of revenue earned under the contract, as is appropriate. In either event, the SP Personnel will also perform tasks (i) through (v) indicated in item (a) for this "Action" No. (4B).
- (c) If a current contract cannot be located by the SP Personnel, then, at the discretion of MTA: (i) the SP Personnel will prepare (using an MTA form), and will work on having the user subscribe, a new contract which covers the existing use; or (ii) the SP Personnel will work on having the encroaching use removed from the Saugus II Property.
- (4C) SP has indicated that no contract exists covering this sign, therefore the SP Personnel will work at having this sign removed from the Saugus II Property.
- (5) Refers to a private crossing which, at this time, MTA knows to physically exist on the Saugus II Property, however, MTA has yet to be provided with a contract covering this use. The SP Personnel will follow the procedure set forth for "Action" No. 1, above, with respect to this crossing.
- (6) MTA has evidence, from an SP source, which suggests that an agreement may exist which allows private crossing of the Saugus II Property at this location, but MTA has yet to be provided with a copy of this agreement. At present, no crossing has been physically installed at this location. The SP Personnel will follow the procedure set forth for "Action" No. 1, above, with respect to this possible crossing.
- (7) Refers to a private crossing which MTA knows to have physically existed on the Saugus II Property just prior to their December 16, 1992 purchase of this property. Since this purchase, the crossing has been physically removed, but the MTA hasn't any evidence of the crossing agreement or its termination. If the agreement has been terminated, the SP Personnel will provide the MTA with evidence of this termination, otherwise, they will follow the procedure set forth for "Action" No. 1, above, with respect to this crossing.

SCHEDULE "A"

- (8) MTA has a crossing agreement covering the crossing at MP 444.88 (SP Contract # 710503), but no physical crossing exists at this location. A physical crossing does exist at approximately MP 445.0, however, and it is believed to be the crossing installed under this contract. If this is the case, the SP Personnel shall perform the actions set forth for "Action" No. 1(b) above. If this is not the case, however, the SP Personnel shall perform the action corresponding to the other Action Item set forth for this crossing.
- (9) The current operator(s) under this lease is someone other than the tenant under the lease. Information provided to the MTA, so far, does not indicate the existence of an assignment or a subtenancy agreement allowing the current operator to operate on the leased premises. Therefore, the SP personnel will first attempt to locate an assignment agreement or a subtenancy agreement which, according to the provisions of the lease, allows the current operator(s) to operate on the leased premises.
- (a) If such agreements exist, they will be provided to the MTA. Then the SP Personnel will review these agreements and the lease to see if their terms and conditions match the existing use. If they do, no further action is needed. If they don't, the SP Personnel will follow the procedure outlined for "Action" No. 1(b), above.
- (b) If such agreements do not exist, then, at the discretion of the MTA: (i) the SP Personnel will prepare (using MTA forms), and will attempt to have all of the appropriate parties sign, all necessary contracts, including lease contracts, assignment agreements, and subtenancy agreements which will, to the satisfaction of the MTA, allow the current operators and uses to continue on the leased property; or (ii) the SP Personnel will terminate the existing lease using an MTA form.

* Indicates an item which was previously included as part of Attachment "1".

** Indicates an item which was previously included as part of Attachment "2".



Los Angeles County
Metropolitan
Transportation
Authority

November 15, 1993

MTA File No. SAUGUS II DUE DILIGENCE

818 West Seventh Street
Suite 300
Los Angeles, CA 90017

Christine Tennison
Assistant Regional Director - Property Management
Southern Pacific Transportation Company
1200 Corporate Center Drive, Suite 100
Monterey Park, CA 91754

213.623.1194

Dear Ms. Tennison:

VALLEY SUBDIVISION (FORMERLY THE SAUGUS LINE) -
TRANSMITTAL OF FINAL, EXECUTED ORIGINAL OF SCHEDULE
"A"

I have attached one of the two final, executed, original copies of Schedule "A" for attachment to your copy of the December 16, 1992 Letter Agreement between your firm and our agency concerning the numerous encroachments and due-diligence items left over from our Saugus II purchase. As you know, this Schedule "A" and the Letter Agreement set forth the manner and scope of work to be performed by your staff, as our agents, in addressing these items.

As set forth in the Schedule "A", the time period for completing this work began on November 1, 1993.

If you have any questions concerning this matter, please don't hesitate to give me a call at 244-6501.

Sincerely,


GREG S. ANGELO
Real Estate Officer

GSA:gsa

[GSALTR93.120]

Attachments

cc: RMC/Chron; D. Robb; K. Adamowicz

Mike Collier, Senior Property Manager
Southern Pacific Transportation Company
1200 Corporate Center Drive, Suite 100
Monterey Park, CA 91754

November 24, 1993

To: Duncan Robb
Karl Adamowicz

From: Greg Angelo

Subject: Post-Closing Documents for Saugus I+II
Purchases

I have attached the following for your files:

1. First Amendment to Saugus I Assignment, Assumption and Indemnification Agreement for Leases and Other Agreements;
2. First Amendment to Saugus II Assignment, Assumption and Indemnification Agreement for Leases and Other Agreements; and
3. Schedule "A" to the December 16, 1992 Letter Agreement allowing our use of SP Staff to perform certain Saugus II due-diligence matters.

The first two agreements merely add contracts which were somehow missed by SP on the original Assignment and Assumption Agreements.

These agreements should be kept w/ your original closing docs. The first should be filed w/ Item 4 of your Saugus I closing docs and the second with Item 16 of your Saugus II Closing docs. I will place the originals in our master closing doc. files.

The third Item should be attached to the letter agreement included as Item 30 of the Saugus II closing docs. I will also file the original of this doc. with the master files.

- Thx
Greg

Note: I will send copies of each of these docs. to John Clarke @ Dewey Ballantine to update their files.

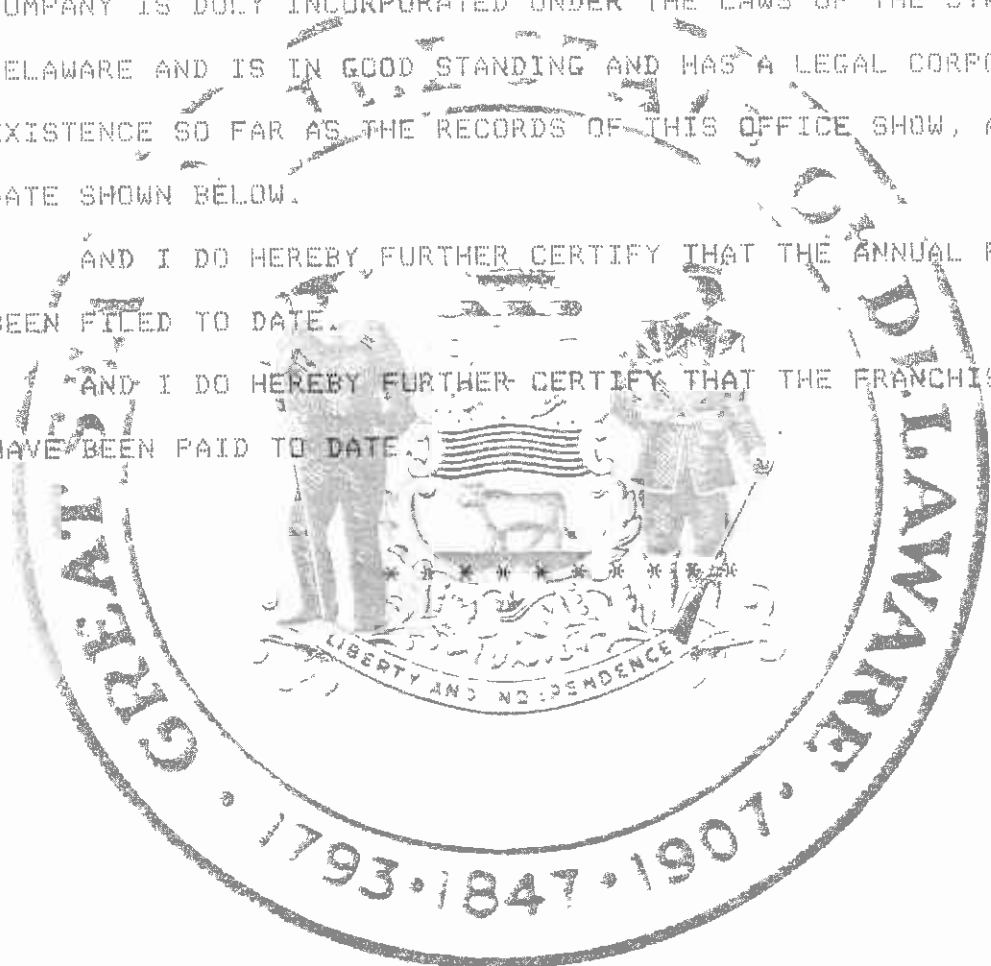
31

State of Delaware
Office of the Secretary of State

I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY SOUTHERN PACIFIC TRANSPORTATION COMPANY IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE SHOWN BELOW.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



Michael Ratchford

Michael Ratchford, Secretary of State

AUTHENTICATION: *3684486

DATE: 12/04/1792

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CERTIFICATE OF AUTHORIZATION
(Saugus Main Line/LAAPT Bridge)

I, William H. Peake, Jr., Assistant Secretary of Southern Pacific Transportation Company, a corporation of the State of Delaware (the "Company"), hereby certify that S. David Steel, as Vice President of Southern Pacific Transportation Company, who executed (i) a Grant Deed and a Quitclaim Deed, each dated December 16, 1992, covering the sale of certain property located in Los Angeles County, California, and commonly known as the Company's Saugus Main Line from Milepost 478.21 near the Glendale Freeway in the city of Los Angeles to Milepost 405.50 near Lancaster Boulevard in the city of Lancaster, and (ii) a Quitclaim Deed dated December 16, 1992, covering the sale of the Company's LAAPT Bridge crossing the Los Angeles River at Alhambra Avenue and Mission Tower in Los Angeles County, California, to the Los Angeles County Transportation Commission, was authorized and empowered to sign said Grant Deed and Quitclaim Deed pursuant to the Bylaws of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Company this 16 day of December, 1992.

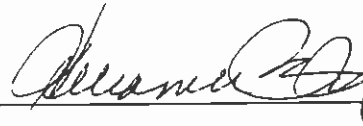

Its Assistant Secretary

33

CERTIFICATE

The undersigned, as Assistant Secretary of Southern Pacific Transportation Company, a Delaware corporation (the "Company"), hereby certifies to Los Angeles County Transportation Commission that the attached copies of resolutions are true and accurate copies of resolutions adopted by the Executive Committee of the Board of Directors of the Company at a meeting held on November 12, 1992.

Dated: November 16, 1992



Assistant Secretary

RESOLUTIONS ADOPTED BY THE EXECUTIVE COMMITTEE
OF THE BOARD OF DIRECTORS
OF SOUTHERN PACIFIC TRANSPORTATION COMPANY
ON NOVEMBER 12, 1992

WHEREAS, the Company has proposed to sell to the Los Angeles County Transportation Commission (the "LACTC") certain property located in Los Angeles and Ventura Counties in California as further described in Exhibit A hereto (the "Property") for a purchase price of \$54,300,000;

WHEREAS, officers of the Company have negotiated a Purchase and Sale Agreement (the "Agreement") for the sale of the Property to the LACTC; and

WHEREAS, the Executive Committee has reviewed the provisions of the Agreement and has determined it to be in the best interests of the Company to sell the Property to the LACTC for a purchase price of \$54,300,000 in accordance with the Agreement, and such other terms and conditions as are deemed appropriate by the officers of the Company authorized to execute the Agreement;

NOW THEREFORE BE IT RESOLVED, that the sale of the Property to the LACTC for a purchase price of \$54,300,000 be, and hereby is authorized, approved, confirmed and ratified;

FURTHER RESOLVED, that the execution and delivery of the Agreement, with such changes therein and modifications thereto as the officers of the Company authorized to execute the Agreement deem necessary or appropriate, be and hereby are authorized, approved, confirmed and ratified;

FURTHER RESOLVED, that the performance by the Company of the terms and provisions of the Agreement, and the consummation of all transactions contemplated thereby, be and hereby are authorized, approved, confirmed and ratified;

FURTHER RESOLVED, that the Chairman, any Vice Chairman, President or any Vice President of the Company be, and each of them hereby is, authorized and directed to make, enter into, execute, acknowledge and deliver on behalf of the Company the Agreement and such deeds, agreements, certificates and other documents as any such officer may deem necessary or appropriate in connection with the sale of the Property to the LACTC, and to take such other and further actions as any such officer may deem necessary or appropriate to accomplish the intent of the Agreement and the foregoing resolutions;

FURTHER RESOLVED, that the Secretary or any Assistant Secretary be, and each of them hereby is, authorized and directed to execute such certificates as any such officer may deem necessary or appropriate to consummate the sale of the Property to the LACTC in accordance with the foregoing resolutions and to attest and affix the Company seal to any document signed by any authorized officer of the Company pursuant to the foregoing resolutions;

FURTHER RESOLVED, that any act performed by any authorized officer of the Company pursuant to the foregoing resolutions shall be deemed an act of the Company; and that the Company ratify, approve and adopt and it does hereby ratify approve and adopt, any and all actions heretofore taken by any officer of the Company consistent with the foregoing resolutions.

Exhibit A

Railway Facilities

(a) Saugus Main Line/Los Angeles Union Passenger Terminal Bridge.

All those parcels highlighted in yellow on the Company's Valuation Map V-39, Sheets 1, 1a, 1b, S-1a, SL-1b, ST-1b; Valuation Map V-45, Sheets 1, S-1, 2, 2(1), S-2, 3, 3(1), S-3, 4, 4a, S-4, S-4a, S-4b, S-4c, 5, 5a, S-5, S-5a, S-5b, S-5c, 6, 6a, S-6a, S-6b, S-6c, S-6d, 7, 7A, S-7a, S-7b, S-7c; and Valuation Map V-51, Sheets 6, S-6, 7, 8, 8(1), 9, 9(1), S-9, 10, S-10, 11, 12, 12(1), S-12, 13, S-13, 14, 15, S-15, 16, 16(a), 17, 17(1), 18, 19, 19(1), S-19a, and S-19b to be initialed by representatives of the Company and LACTC; and

All of the Company's right, title and interest in the L.A.U.P.T. Bridge crossing the Los Angeles River at Alhambra Avenue.

(b) Santa Paula Branch.

All those parcels highlighted in yellow on the Company's Valuation Map V-47, Sheets 18 and S-18; and Valuation Map V-48, Sheets 1, S-1a, 2, S-2, 3, S-3a, S-3b, 4, 5, 6, S-6a, S-6b, 7, S-7, 8 and S-8a to be initialed by representatives of the Company and LACTC

(c) Terry Lumber Site.

All of that property shown on Schedule 1.

(d) Wye Property.

All of that property shown on Schedule 2.

SCHEDULE 1

TERRY LUMBER SITE

-Please refer to the attached one page legal description-

30

LOT 2 OF TRACT NO. 4326, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 48 PAGES 16 TO 19 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 2, INCLUDED WITHIN THE LAND AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 1, 1963 AS INSTRUMENT NO. 2394 OF OFFICIAL RECORDS OF SAID COUNTY.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR IN AND TO THE LAND UNDERLYING THAT PORTION OF THE WESTERLY 30 FEET OF OWENSMOUTH AVENUE (60 FEET WIDE) IN SAID CITY, COUNTY AND STATE AS SHOWN ON SAID MAP OF TRACT NO. 4326, INCLUDED WITHIN THE BOUNDARIES OF THE LAND DESCRIBED "SECOND" IN THE DEED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED ON AUGUST 13, 1898 IN BOOK 1249, PAGE 54 OF DEEDS, IN THE OFFICE OF SAID COUNTY RECORDER.

ALSO TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR IN AND TO THE LAND UNDERLYING THAT PORTION OF THE EASTERLY 30 FEET OF TOPANGA CANYON BOULEVARD, FORMERLY SANTA SUSANA AVENUE, 60 FEET WIDE, IN SAID CITY, COUNTY AND STATE AS SAID AVENUE IS SHOWN ON SAID MAP OF TRACT NO. 4326, INCLUDED WITHIN THE BOUNDARIES OF THE LAND DESCRIBED "SECOND" IN SAID DEED TO SOUTHERN PACIFIC RAILROAD COMPANY.

EXCEPTING THEREFROM THAT PORTION OF SAID BOULEVARD CONVEYED TO THE STATE OF CALIFORNIA BY SAID DEED RECORDED MARCH 1, 1963 AS INSTRUMENT NO. 2394.

SCHEDULE 2

WYE PROPERTY

-Please refer to the attached one page legal description-

1/2/92
REV. 2/1/89

PARCEL A:

LOT 3 OF TRACT NO. 4326, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 48, PAGES 16 TO 19, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY, NORTHWESTERLY AND NORTHERLY OF THE EASTERLY, SOUTHEASTERLY AND SOUTHERLY BOUNDARY OF PARCEL MAP L.A. NO. 4159, AS PER MAP FILED IN BOOK 111, PAGES 63 AND 64 OF PARCEL MAPS, IN THE OFFICE OF SAID COUNTY RECORDER.

PARCEL B:

LOT 5 OF TRACT NO. 4326, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 48, PAGES 16 TO 19, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR IN AND TO THE LAND UNDERLYING THAT PORTION OF THE EASTERLY 30 FEET OF OWENSMOUTH AVENUE (60 FEET WIDE), IN SAID CITY, COUNTY AND STATE AS SHOWN ON SAID MAP, INCLUDED WITHIN THE BOUNDARIES OF THE LAND DESCRIBED "FIRST" IN THE DEED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, RECORDED ON AUGUST 13, 1889, IN BOOK 1249, PAGE 54 OF DEEDS, IN THE OFFICE OF SAID COUNTY RECORDER.

EXCEPT FROM SAID LOT 5 THAT PORTION THEREOF LYING EASTERLY OF THE WESTERLY BOUNDARY OF THE LAND CONVEYED BY THE SOUTHERN PACIFIC TRANSPORTATION COMPANY TO LOS ANGELES COUNTY TRANSPORTATION COMMISSION BY THE DEED RECORDED ON JUNE 14, 1991, AS INSTRUMENT NO. 91-897515 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER.

34

NON-FOREIGN PERSON AFFIDAVIT

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

Section 1445 of the Internal Revenue Code (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding tax is not required upon the disposition of a U.S. real property interest by the Transferor identified in paragraph 1 herein, the undersigned, being duly sworn, does depose and say under penalty of perjury, on behalf of the undersigned and on behalf of the Transferor identified in paragraph 1 herein, that:

1. The undersigned is a Vice President OF SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("Transferor"), and has authority to make this affidavit on behalf of Transferor.

2. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and related income tax regulations).

3. Transferor's office address is:

One Market Plaza
San Francisco, California 94105

4. Transferor's U.S. employer identification number is 94-600-1323-W.

5. Transferor is aware that this affidavit may be disclosed to the Internal Revenue Service pursuant to Code section 1445 and the regulations promulgated under such section and that any false statement contained herein could be punished by fine, imprisonment, or both.

6. Under penalties of perjury the undersigned declares that he has examined this affidavit and to the best of his knowledge and belief it is true, correct and complete.

Dated: December 16, 1992

SOUTHERN PACIFIC TRANSPORTATION
COMPANY, a Delaware corporation

By: [Signature]

Its: Vice-President.

35

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 P. WARCHOT
ASSISTANT GENERAL COUNSEL

JOHN MACDONALD SMITH
SENIOR GENERAL ATTORNEY

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

WRITER'S DIRECT DIAL NUMBER

December 16, 1992

ROBERT S. BOGASON
DAVID W. LONG
CAROL A. HARRIS
LELAND E. BUTLER
GARY A. LAAKSO
STEPHEN A. ROBERTS
JAMES M. EASTMAN
WAYNE M. BOLIO
JOHN D. FEENEY
GENERAL ATTORNEYS

BARBARA A. SPRUNG
ASSISTANT GENERAL ATTORNEY

ROBERT E. PATTERSON
CECELIA C. FUSICH
ATTORNEYS

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

Re: Purchase and Sale Agreement
Saugus Main Line and LAUPT Bridge Properties

Gentlemen:

I am Counsel for 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)(xiv) of the Purchase and Sale Agreement dated September 30, 1992 (the "Agreement"), by and 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.

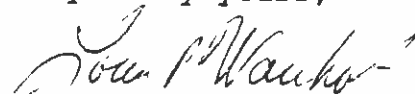
3. The execution, delivery and performance by the Company of the Agreement, and each document executed and delivered pursuant thereto, have been duly authorized by all necessary corporate action of the Company.

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

36



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

December 16, 1992

TELEPHONE

TELECOPIER

Southern Pacific Railroad Company
One Market Plaza
San Francisco, C.A. 94105

Attention: Mr. Robert F. Starzel

Re: Purchase and Sale Agreement with Southern Pacific;
Acquisition of Saugus Main Line, the L.A.U.P.T. Bridge,
and the Mission Tower

Gentlemen:

I am a Principal Deputy County Counsel assigned to represent the Los Angeles County Transportation Commission ("LACTC").

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 Sales Agreement dated September 30, 1992 (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 Sec. 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.


Southern Pacific Transportation Company
December 16, 1992
Page 2

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 J. WEBSTER
Principal Deputy County Counsel

NWP:ssd



COUNTY OF LOS ANGELES

OFFICE OF THE COUNTY COUNSEL

648 HALL OF ADMINISTRATION

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Southern Pacific Transportation Company
December 16, 1992
Page 2


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(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.

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Very truly yours,

DE WITT W. CLINTON
County Counsel

By:


NINA J. WEBSTER
Principal Deputy County Counsel

NWP:ssd

P&SATER.NJW
11/16/92



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

December 16, 1992

TELEPHONE

TELECOPIER

Southern Pacific Railroad Company
One Market Plaza
San Francisco, C.A. 94105

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Acquisition of Saugus Main Line, the L.A.U.P.T. Bridge,
and the Mission Tower

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Southern Pacific Transportation Company
December 16, 1992
Page 2

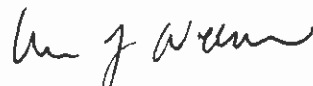
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Very truly yours,

DE WITT W. CLINTON
County Counsel

By:


NINA J. WEBSTER
Principal Deputy County Counsel

NWP:ssd

PEASATER.NJW
11/16/92



COUNTY OF LOS ANGELES

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LOS ANGELES, CALIFORNIA 90012

December 16, 1992

TELEPHONE

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DE WITT W. CLINTON, COUNTY COUNSEL

Southern Pacific Railroad Company
One Market Plaza
San Francisco, C.A. 94105

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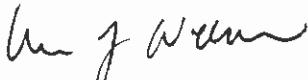
Southern Pacific Transportation Company
December 16, 1992
Page 2

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Very truly yours,

DE WITT W. CLINTON
County Counsel

By: 
NINA J. WEBSTER
Principal Deputy County Counsel

NWP:ssd

37

DEWEY BALLANTINE

333 SOUTH HOPE STREET
LOS ANGELES, CALIFORNIA 90071
TELEPHONE 213 626-3399 FACSIMILE 213 625-0562

December 21, 1992

VIA COURIER

Mr. Duncan Robb
Manager of Property Management
Los Angeles County Transportation
Commission
818 West Seventh Street, 10th Floor
Los Angeles, California 90017

Re: Acquisition from Southern Pacific Transportation
Company of Saugus Main Line, LAUPT Bridge,
and the Mission Tower

Dear Duncan:

Attached hereto are four boxes containing all of the original leases, easements, licenses, crossing agreements and other agreements entered into by Southern Pacific with respect to the Saugus Main Line.

Also enclosed are copies of the following:

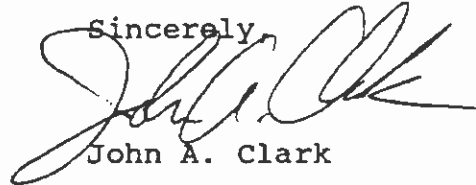
1. Assignment, Assumption and Indemnification Agreement Regarding the Leases and Other Agreements;
2. Receipt for Original Documents executed by Dewey Ballantine; and
3. Certificate of Southern Pacific Regarding Leases, with certified Rent Roll attached.

We are in the process of sending out the Notice of Transfer to all of the tenants and we will send you copies of such notices when we have completed sending them out in another day or two.

Mr. Duncan Robb
December 21, 1992
Page 2

If you have any questions or need copies of any other documents, please feel free to call me.

Sincerely,

A handwritten signature in cursive script, appearing to read "John A. Clark".

John A. Clark

JAC:lpg
Enclosures
40945

cc: Mr. James D. Wiley (w/o encls.)