

A G R E E M E N T

THIS AGREEMENT, made in quintuplicate original this fifth day of February, 1936 by and between THE CITY OF LOS ANGELES, a municipal corporation of the State of California, hereinafter called the "City", and the SOUTHERN PACIFIC COMPANY, a corporation, the SOUTHERN PACIFIC RAILROAD COMPANY, a corporation, THE ATCHISON, TOPEKA and SANTA FE RAILWAY COMPANY, a corporation, and the LOS ANGELES & SALT LAKE RAILROAD COMPANY, a corporation, hereinafter jointly called the "Carriers",

W I T N E S S E T H:

That,

WHEREAS, all of the above named parties heretofore filed their application, Numbered 19159, with the California Railroad Commission, praying for authority to construct grade separations at MACY STREET and at COLLEGE STREET, respectively, with certain proposed tracks which, when constructed, will form part of the new Union Passenger Terminal in the City of Los Angeles, and praying for the allocation of the costs of construction and maintenance of said separations; and

WHEREAS, in said application and in hearings thereof before said Railroad Commission each and all of said parties being there and represented by attorneys, it was stated that said parties are in agreement as to what construction and incidental expenses should be considered as a part of these separations; and

WHEREAS, said application states that said parties are in agreement as to the financial obligation of the City in consummating these separations, namely, that the City will contribute a sum of money up to but not exceeding One Million Dollars (\$1,000,000.) to cover the cost of the construction and expenses incident to the separations; and

WHEREAS, said application sets forth in Counts I and II of

paragraph IV those items which said parties agree are included in said cost of construction and incidental expenses of the separations, namely, providing for the construction of certain retaining walls, fills, excavation and paving, the payment of all damage to property, the cost of damage for street relocations, if any, and all cost for the relocation of public utility structures for which the City may be or become legally liable, but not including any such costs as any such public utility may be legally required to bear under the provisions of any franchise or in compliance with any valid regulation of the City; and

WHEREAS, said application states that a tentative agreement covering the maintenance of said separations exists but that the question of maintenance should be left open until such time as the type of construction of the separations has been determined; and

WHEREAS, said Railroad Commission made and entered its order on the 14th day of November, 1933, known as Decision No. 26,532 (hereinafter referred to as "Grade Separation Order"), authorizing and directing the construction of said grade separation at the intersection of Macy Street with the proposed Los Angeles Union Passenger Terminal, and also a grade separation at the present or future location of College Street with said Terminal tracks, and in accordance with plans which will in general conform to the description of the respective separations recited in said application, subject to certain conditions, and ordering that the City shall bear the entire expense of constructing said separations at Macy Street and at College Street, provided, however, that the cost to said City shall not exceed One Million Dollars (\$1,000,000.), and that the Carriers shall pay any cost in excess of One Million Dollars (\$1,000,000.); and

WHEREAS, after due study and consideration of the question of what grade separation and other work appurtenant thereto would be in the public interest as necessary or desirable because of the

construction of the Los Angeles Union Passenger Terminal, it has been determined and agreed by the parties, upon the conditions hereinafter set forth, that such interest would best be served by doing the matters and things hereinafter set forth in Items (a) to (p), inclusive, of Article SECOND and in Item (k) of Article THIRD hereof, which include the Macy Street grade separation project, provided for in paragraph (I) of said Grade Separation Order of the Commission, and the location at Queirolo Street (as provided herein to be extended) of the grade separation at or near College Street, provided for by paragraph (II) of said Grade Separation Order. The parties hereto have mutually agreed that such order of the California Railroad Commission and public interest and necessity shall include the following matters and things in connection with said construction of said Los Angeles Union Passenger Terminal:

1. Vacating and abandoning the portions of streets shown in blue coloring on the map marked, and hereinafter referred to as Exhibit A, which is hereto attached and hereby made a part hereof.
2. The extension of Queirolo Street from Chavez Street to a connection with Clara Street at Bauchet Street, and the widening of Queirolo Street from Chavez to Main Street.
3. The extension of Date Street from College Street along the easterly right of way line of the Los Angeles Union Passenger Terminal to connect with the new alignment of Queirolo or Clara Street, or extend Bauchet Street in a northeasterly direction as an alternate to the extension of Date Street, as may be mutually agreed upon by the parties hereto. Connect Avila Street to Clara Street at Avila Street and Clara Street.
4. The widening of Clara Street southerly from Bauchet Street to the junction of Clara Street north of Macy Street.
5. The extension of Clara Street to Macy Street.
6. The extension of Vignes Street from Lyon Street to Macy Street at Clara Street.

7. The extension of Lyon Street to Aliso Street along the easterly right of way line of the Los Angeles Union Passenger Terminal.

8. The construction of a storm drain system and other incidental street improvement work; and

WHEREAS, while under said Grade Separation Order of the Commission the Carriers were charged with primary responsibility for the work therein required, the City was required to bear the cost thereof up to but not in excess of One Million Dollars, and the Carriers were required only to bear the excess cost, if any, over One Million Dollars; and

WHEREAS, since the issuance of said Grade Separation Order the City has applied for and obtained a grant from the Public Works Administration of the Federal Government of Three Hundred Four Thousand Dollars (\$304,000.) to apply toward the cost of construction and incidental expenses of the grade separations and other appurtenant work made necessary or desirable because of the construction of the Los Angeles Union Passenger Terminal, and the City will have available for use in payment of the cost of the matters and things set forth in Article SECOND and in Item (k) of Article THIRD hereof the total sum of One Million Three Hundred Four Thousand Dollars (\$1,304,000.); and

WHEREAS, the City has agreed to pay the cost of all the work listed in Items (a) to (p) of Article SECOND hereof up to One Million Dollars; and has further agreed to perform at its own sole cost and expense the work described in Item (k) of Article THIRD hereof, the estimated cost of which is approximately Three Hundred Four Thousand Dollars (\$304,000.); and

WHEREAS, the Carriers have agreed that they will do and perform the matters and things set forth in Article FOURTH hereof, which include reimbursing the City for the cost of the work listed in Items (a) to (p), inclusive, of Article SECOND hereof in excess of One Million Dollars; and

WHEREAS, it has been further agreed that if from time to time the City does not have sufficient funds on hand to meet its obligations under Items (a) to (h), inclusive, of Article THIRD hereof, with respect to the work described in Items (a) to (p), inclusive, of Article SECOND hereof, the Carriers will advance the necessary funds in the proportions hereinafter set forth;

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

ARTICLE FIRST

That the location of the grade separation at or near College Street provided for by said Grade Separation Order of the Commission shall be at the intersection of the Los Angeles Union Passenger Terminal track system and Queirolo Street relocated and extended as shown on City's map accompanying City Clerk's File No. 4190, Series of 1935, approved by the City Council on the 3rd day of April, 1935, or as hereafter revised by mutual agreement; such grade separation is hereinafter referred to as the Queirolo Street Grade Separation.

ARTICLE SECOND

That the following items are a proper part of the cost of construction and incidental expenses of the separations at Macy Street and at Queirolo Street, and are properly included in the expenditures to be made from the One Million Dollars (\$1,000,000.), and that said items are correctly shown as to extent on the map hereto attached marked "Exhibit A":

(a) The construction of footings, abutments, piers, deck structures, portal walls and wing walls, comprising the structures at Macy Street and Queirolo Street necessary to carry the proposed Los Angeles Union Passenger Terminal track system over said streets.

(b) The construction of all retaining walls within and abutting the area bounded by Alameda Street, Macy Street, a line parallel with and 1222 feet easterly measured at right angles to the

center line of Alameda Street, and Aliso Street, also all retaining walls north of Macy Street necessary to retain the fill required to support the Los Angeles Union Passenger Terminal track system, except such walls as are an integral part of any buildings or pedestrian subways within said area and not related to the grade separation.

(c) The construction of necessary retaining walls along the property lines of Macy Street, Queirolo Street and of Date Street as realigned to support adjoining private properties.

(d) The excavation of Macy Street and Queirolo Street to the required grades to pass under the respective grade separation structures with sufficient legal overhead clearances.

(e) The abandoning of the following streets within the limits stated:

- (1) The portions of Lyon Street and Ramirez Street westerly of a line parallel to and 1222 feet easterly measured at right angles to the center line of Alameda Street.
- (2) Avila Street, southerly of Macy Street.
- (3) Portions of Avila Street north of Macy Street, Bauchet Street, Ogier Street, Date Street, College Street, Queirolo Street, Alhambra Avenue, Roundout Street, Bloom Street and Leroy Street.

All as shown in blue on said map "Exhibit A".

(f) The opening, widening and extending of the following streets within the limits stated below:

- (1) Queirolo Street along a new alignment from Chavez Street to a connection with Clara Street at Bauchet Street.
- (2) Clara Street from Bauchet Street to Macy Street.
- (3) Date Street, along the easterly right of way line of the Los Angeles Union Passenger Terminal from College Street to the new alignment of Queirolo

Street or Clara Street, or as an alternate extend Bauchet Street in a northeasterly direction as may be mutually agreed upon by the parties hereto.

- (4) Avila Street between Bauchet Street and Ogier Street.
- (5) A connection between Lyon Street and Aliso Street along the easterly right of way line of the Los Angeles Union Passenger Terminal.
- (6) Connect Avila Street to Clara Street at Avila Street and Clara Street.
- (7) Macy Street on the southerly side from Alameda Street to a point approximately 280 feet easterly thereof.

All as shown in brown on said map "Exhibit A".

(g) The improving of the following streets within the limits mentioned by grading and constructing sidewalks, curbs, gutters, pavements and other appurtenances:

- (1) Macy Street, within the limits of grade change, and on the southerly side of Macy Street from Alameda Street to a point approximately 280 feet easterly thereof.
 - (2) Queirolo Street and Clara Street as widened, extended and realigned between Chavez Street and Macy Street.
 - (3) Date Street between College Street and Queirolo or Clara Street as realigned, or as an alternate, Bauchet Street extended in a northeasterly direction as may be mutually agreed upon by the parties hereto.
 - (4) Avila Street between Bauchet Street and Ogier Street.
 - (5) Lyon Street (to be opened) between existing Lyon Street and Aliso Street.
 - (6) Connect Avila Street to Clara Street at intersection of Avila Street and Clara Street.
- (h) The abandoning, relocation and construction of such

sewers as may be required due to the construction of the separations, except the sewer in Vignes Street between Lyon Street and Macy Street, all as shown on said map "Exhibit A".

(i) The construction of storm drains and culverts to provide the necessary proper drainage of the separations and adjoining areas, except the storm drain in Macy Street from Alameda Street to the Los Angeles River, and the storm drain in Vignes Street between Lyon Street and Macy Street, all as shown on said map "Exhibit A".

(j) The filling in the area to be occupied by the Los Angeles Union Passenger Terminal between Alhambra Avenue and Aliso Street to the proposed grades of the tracks.

(k) The acquisition of all rights of way, except those for the right of way of the Los Angeles Union Passenger Terminal, necessary to complete the items hereinbefore listed.

(l) The settling of all lawful claims for damages to private property due to the opening and widening, extending, relocation, abandoning of streets, change of grade and improvement of streets, loss of ingress and egress, and construction of subways and embankments.

(m) The relocation of public utility structures, which the City may be legally obligated to move.

(n) The construction of north and south ramps to permit access to track level between Aliso and Macy Streets.

(o) Construct sidewalks and curbs along the following streets:

(1) East side Alameda Street between Macy and Aliso Streets.

(2) North side Aliso Street between Alameda and new Lyon Streets.

(3) South side Macy Street from Alameda Street to a point approximately 280 feet easterly thereof.

(p) Ornamental lighting along the following streets:

(1) East side Alameda Street between Macy and Aliso Streets.

(2) South side Macy Street from Alameda Street to a point approximately 475 feet easterly thereof.

(3) North side Aliso Street from Alameda Street to a point approximately 600 feet easterly thereof.

ARTICLE THIRD

That the City shall perform the following functions in the construction of the separations:

(a) Acquire all necessary rights of way for the construction of the items listed in Article SECOND hereof, exclusive of the portion within the right of way of the Los Angeles Union Passenger Terminal.

(b) Determine and pay all lawful damages due to the items listed in Article SECOND hereof. If property is acquired or lawful damages are determined without suit, the written consent of the Carriers shall be obtained before final agreement to pay or payment is made for such property or damages.

(c) Prepare plans for the separation structures and appurtenances, retaining walls along Macy Street, Queirolo Street and Date Street (as realigned), or Bauchet Street as extended, street improvements, storm drains and sewers necessary for the construction of the separations, and submit them for approval by the Carriers prior to the construction of the work, and thereafter to construct or cause to be constructed said work herein described in this subdivision (c).

(d) Award contracts, furnish plans as approved by the Carriers, do all surveying, furnish all supervision for the construction of the said grade separation structures and appurtenances, including the necessary street improvement work, ornamental lighting, storm drains and sewers, but not track work above said structures.

(e) Award contract, do all surveying, furnish all supervision and thereafter to construct or cause to be constructed the retaining wall along Aliso Street necessary to retain the fill required to support the Los Angeles Union Passenger Terminal track

system as per plans furnished by the Carriers.

(f) Abandon the portions of streets listed in Article SECOND hereof.

(g) Fill such area or such portions of said area to be occupied by the Los Angeles Union Passenger Terminal between Alhambra Avenue and Aliso Street as shall be mutually agreed upon by the parties hereto.

(h) Relocate or cause to be relocated the public utility structures which may interfere with the proposed construction of the separations, or the relocation of which is made necessary by the opening, closing or widening of streets.

(i) Pay the cost of all the items (a) to (p), inclusive, of Article SECOND hereof, including that portion done by the Carriers; provided, however, that the cost to said City shall in no event exceed the sum of One Million Dollars (\$1,000,000.), and that if the cost thereof exceeds the sum of One Million Dollars (\$1,000,000.), then the Carriers shall reimburse the City so as to reduce its total cost to the sum of One Million Dollars (\$1,000,000.).

(j) Maintain the separation structures below the soffit of the structures and all streets, street lighting, storm drains and sewers constructed in connection herewith.

(k) Apply approximately Three Hundred and Four Thousand Dollars (\$304,000.) toward the cost of acquiring the right of way, settling of all lawful damages to private property, construction and other miscellaneous costs of doing the following work in the order of precedence mentioned:

- (1) The construction of the Macy Street storm drain from Alameda Street to the Los Angeles River.
- (2) The opening, widening and extending of Vignes Street from Lyon Street to a connection with Clara Street at Macy Street.

(3) The improving of Vignes Street as opened and extended between Lyon Street and Macy Street by the construction of sidewalks, curbs, gutters, pavement, storm drain, sewers and other appurtenances.

(4) The widening of Queirolo Street between Chavez Street and Main Street.

(5) The improving of Queirolo Street between Chavez Street and Main Street by the construction of sidewalks, curbs, gutters, pavement and other appurtenances.

ARTICLE FOURTH

That the Carriers shall perform the following functions in connection with the construction of the grade separations:

(a) Acquire all lands required for the construction of the Los Angeles Union Passenger Terminal within the terminal limits.

(b) Determine and pay all damages which may be due to the construction of the Los Angeles Union Passenger Terminal except those hereinabove assumed by the City.

(c) Prepare plans to be approved by the City for the retaining wall necessary to retain the fill for the Los Angeles Union Passenger Terminal along Aliso Street to be constructed by the City.

(d) Prepare plans for and construct the retaining walls necessary to retain the fill for the Los Angeles Union Passenger Terminal additional to the walls to be constructed by the City as appurtenances to the grade separation structures.

(e) Construct north and south ramps to provide access to track level between Aliso Street and Macy Street.

(f) Construct the track system above and over the grade separations.

(g) File with Railroad Commission for approval such plans and other matters as are required to be approved by said commission.

(h) Fill such area or portions of areas to be occupied by the Los Angeles Union Passenger Terminal between Alhambra Avenue and Aliso Street as may not have been filled by the City pursuant to the provisions of subdivision (g), Article THIRD, of this agreement.

(i) Reimburse the City for the cost of the items (a) to (p), inclusive, of Article SECOND hereof, in excess of the sum of One Million Dollars (\$1,000,000.).

(j) Maintain the separation structures above the soffit of the structures except street lighting.

(k) The liability of the Carriers for the advances and payments to be made by them pursuant to the provisions of this Article FOURTH and of Article FIFTH and SIXTH shall be several, and not joint nor joint and several, and shall be paid in the proportions following, to wit: The Atchison, Topeka and Santa Fe Railway Company 33%; Los Angeles & Salt Lake Railroad Company 23%; and Southern Pacific Company and Southern Pacific Railroad Company collectively 44%.

ARTICLE FIFTH

That part of the funds from which the City will pay the costs of the work which this agreement allocates to it are funds which are received in installments from the Public Works Administration of the Federal Government, and from the County of Los Angeles, or the State of California, and that at times during the construction of the work the City may have insufficient funds on hand with which to meet its outstanding obligations in connection with the construction of the grade separations.

That at such time, or times, as the City is unable temporarily to meet any outstanding obligations in connection with the construction of the grade separations, the Carriers will upon written request of the City, made not less than fifteen (15) days prior to the obligation becoming due, advance sufficient funds to meet the existing need.

That the moneys so advanced by the Carriers shall be used by the City only for the purpose of the items (a) to (h), both inclusive, as provided in Article THIRD hereof.

That the City shall reimburse the Carriers for money so advanced on or before the completion of the grade separation projects, as its funds become available to enable it to do so.

That whenever the City shall receive any funds from the Public Works Administration, and from the County of Los Angeles, or the State of California, from the gas tax or special road improvement funds, or good roads funds, or other similar sources for the items described in Article THIRD hereof, it shall, within fifteen (15) days thereafter, apply said funds, or so much thereof as is necessary, to the repayment of the said advances.

ARTICLE SIXTH

That on or before the 20th day of each calendar month, the City Engineer will deliver to the Carriers a statement showing in detail all costs and expenses paid by the City during the preceding calendar month in carrying out those portions of the work herein specified to be performed by the City. If and when the total expenditures of the City chargeable to the said separations, as described in items (a) to (p), inclusive, of Article SECOND hereof, exceed the sum of One Million Dollars (\$1,000,000.), then thereafter the Carriers agree to pay the City before the 30th day of the succeeding calendar month in which said statement is rendered, the amount

then shown to be due the City in excess of said One Million Dollars (\$1,000,000.) by said statement.

That all expenses incurred by said City within the limits of this agreement shall be as follows:

(1) Actual amounts paid for rights of way and lawful damages.

(2) Actual amounts paid for expenses in connection with the obtaining of rights of way, settling of lawful damages and vacation of streets plus 2-1/2 percent thereof to cover overhead expenses.

(3) Actual amounts paid to contractors and for all other miscellaneous expenses of construction work.

(4) Actual amounts paid for engineering, surveying and inspection of construction work plus 2-1/2 percent thereof to cover overhead expenses.

(5) Actual amounts expended by the City in connection with labor and materials used and furnished in the performance of construction work done by its own forces plus an amount equal to fifteen (15) percent thereof to cover the use of tools, accounting and supervision plus commercial freight rates as published and in effect at the time the work is done.

ARTICLE SEVENTH

It is understood and agreed that the books and accounts of the City and the Carriers in respect to the work to be performed by them hereunder shall be open to the inspection of each and every one of the parties hereto.

It is further understood that the said monthly payments referred to in Article SIXTH shall not be considered conclusive or final but shall be subject to readjustment and correction at any time before final settlement is made with respect to the entire work.

ARTICLE EIGHTH

Should any dispute arise as to any items of cost connected with the performance of the work herein contemplated, such dispute shall be submitted to the Railroad Commission of the State of California for determination.

ARTICLE NINTH

This agreement is subject to the approval of the California Railroad Commission as to all matters and things herein contained which are within its jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers thereunto duly authorized, the day and year first above written.

Attest:

Ros Dominguez
City Clerk

THE CITY OF LOS ANGELES,

By [Signature]
President of the Council.

Attest:

Roy G. Killebrand
Assistant Secretary

SOUTHERN PACIFIC COMPANY,

By [Signature]
Its General Manager

Attest:

[Signature]
Assistant Secretary

SOUTHERN PACIFIC RAILROAD COMPANY,

By Roy G. Killebrand
Its Second Vice-President.

THE ATCHISON, TOPEKA AND SANTA FE COMPANY,

UNION PACIFIC RAILROAD COMPANY, Lessee of the LOS ANGELES & SALT LAKE RAILROAD COMPANY, hereby consents to and approves the making of the foregoing instrument and agrees to be bound by the provisions thereof.

Witness: [Signature]

UNION PACIFIC RAILROAD COMPANY
By [Signature]
General Manager.

FORM APPROVED

[Signature]