EXCLUSIVE NEGOTIATING AGREEMENT  
(Dumbarton Rail Corridor)

This Exclusive Negotiating Agreement ("Agreement") is made and entered into as of August 14th, 2018 (the "Effective Date"), by and between the San Mateo County Transit District (the "District") on the one hand, and Cross Bay Transit Partners, LLC, a limited liability company formed under the laws of the State of Delaware and registered to do business in the State of California (the "Developer"), pursuant to District Resolution No. 2018-25, adopted June 6, 2018.

RECITALS

A. The District holds property interests in fee simple, easement and leasehold to that certain real property commonly referred to as the "Dumbarton Rail Corridor" and more particularly described in Exhibit A, attached hereto (the "Property").

B. Developer desires to determine the feasibility and the terms under which it could develop the Property. Developer's current vision for development of the Property includes a multimodal transportation program and associated improvements, as more particularly described in Exhibit B, attached hereto (the "Proposed Project"). The Proposed Project may form part of a broader set of improvements in and around the Dumbarton Rail Corridor which may be undertaken by the District or other relevant governmental authorities (the "DTC Program").

C. The parties desire to enter into this Agreement to provide an exclusive negotiation period to Developer during which (i) the parties will consult with governmental and community stakeholders about the DTC Program, (ii) Developer will perform its due diligence on the Proposed Project, (iii) the parties will determine if they can negotiate and agree upon mutually acceptable terms for a document that provides for the disposition of the Property to Developer via ground lease and Developer’s improvement and operation of the Proposed Project, as authorized by California Public Utilities Code Sections 103265 and 99420 to the extent the latter statute augments the powers in the former one (the "Disposition Agreement"), and (iv) the parties will work to obtain the discretionary land use approvals for the Proposed Project, including, if applicable, the necessary environmental review that will permit the District to enter into a binding Disposition Agreement. As set forth in more detail in Section 8 of this Agreement, this Agreement does not constitute approval of the Proposed Project, nor has the District committed itself to a definite course of action with respect to the Proposed Project by entering into this Agreement.

AGREEMENT

NOW THEREFORE, the District and Developer agree as follows:

1. Exclusive, Good Faith Negotiations. The parties hereby agree to negotiate exclusively and in good faith regarding the proposed development and operation of the Proposed Project and the terms of the proposed Disposition Agreement during the Negotiation Period (defined in Section 2 below). Good faith negotiations shall include, without limitation, attending scheduled meetings, directing staff and consultants to cooperate with the other party to the extent reasonably practicable and necessary to negotiations, providing information reasonably available
and necessary to negotiations and promptly reviewing and returning comments on correspondence, reports, documents or draft agreements received from the other party.

2. **Negotiation Term.** The term of this Agreement shall commence on the Effective Date and, subject to extension or termination as provided below, expire on the date that is eighteen (18) months after the Effective Date (the "Negotiation Period").

   If the District's General Manager determines, in his or her sole discretion, that the parties have made sufficient progress on the subject negotiations during the Negotiation Period, the General Manager may agree in writing to extend the Negotiation Period for up to three (3) consecutive periods of six (6) months each.

   Provided that the parties have agreed upon the scope of the Proposed Project and the terms and form of the Disposition Agreement, if (a) the applicable lead agency has completed its environmental review of the Proposed Project under the California Environmental Quality Act ("CEQA") and, as applicable, the National Environmental Policy Act ("NEPA"); and (b) such CEQA and/or NEPA review is the subject of a legal challenge, the Negotiation Period shall automatically be extended until the date that is six (6) months after the final disposition of such legal challenge.

3. **Milestone Schedule; Deliverables.** The parties shall use commercially reasonable efforts during the Negotiation Period to comply with the Milestone Schedule attached hereto as Exhibit C. Notwithstanding Section 11 of this Agreement, failure to reach a milestone by the time set out in Exhibit C shall not constitute a breach of this Agreement. Developer, at its sole expense, shall prepare the Proposed Project work product set forth in the Milestone Schedule for use by the parties (consistent with Section 6, below) in furthering the negotiations regarding the Proposed Project and the Disposition Agreement.

4. **Expense Payments.** Developer shall be responsible for the District's actual project management, third-party consultant(s), legal counsel, and internal staff costs and expenses incurred by the District pursuant to its performance under this Agreement, as further described in this Section. These District costs and expenses shall be paid from funds provided by the Developer (the "Expense Payments") in accordance with the procedures described below.

   Following execution of this Agreement, Developer and District shall jointly develop a "Work Plan" and "Project Budget" to guide the work and services that the Parties anticipate will be required for the Proposed Project. The Work Plan will attempt to identify the manner in which the District will facilitate the project management, third-party consultant support, outside counsel and internal staff resources, and the Project Budget will outline the estimated costs regarding same. As the Proposed Project progresses, the Parties will meet on a quarterly basis to review the status of the Work Plan and Project Budget and to consider and implement, as appropriate, any adjustments that could improve project delivery or enhance cost effectiveness.

   The District staff time will be charged for individual District employees who devote time to the Proposed Project based on their actual rates determined in accordance with a standard calculation derived from the cost of the annual compensation and benefits for the staff person in question divided by the number of work hours in a year.
The District may contract with one or more outside project management consultants, legal
counsel, or other third-party consultants ("Consultants") to perform all or any portion of the work
required by District under this Agreement. The District shall consult with Developer relative to
selecting the Consultants and establishing a scope of work and budget(s) for the service contract
with each consultant ("Consultant Contract"), but the choice of Consultants and scope of work
shall ultimately be determined by the District in its sole discretion. The District agrees that the
scope of work to be undertaken by the Consultants shall be reasonable in light of the size, type,
and complexity of the Proposed Project.

Each Consultant Contract shall require Consultants to submit itemized invoices to District
for moneys then owed ("Consultant Fees"). District shall make available to Developer copies of
itemized invoices for such services from the Consultants, provided, however, that District shall
not be required to disclose any information on its legal counsel invoices that may be subject to
attorney-client or work-product privilege or other confidentiality protections. The District shall
provide the Developer with a reasonable accounting of any costs and expenses funded by the
Expense Payments and shall use good faith efforts to provide this information on a monthly basis.
The District shall also promptly provide any supplemental information, such as the invoices
referred to above, as reasonably requested by the Developer to support the Expense Payments.

As of the date of this Agreement, the District and the Developer have discussed the
retention of Kimley-Horn and anticipates the District's outside project management personnel will
include the following individuals: Melissa DuMond as Executive Project Manager, Leyla Hedayat
as Senior Professional and an Analyst to be selected by the Executive Project Manager. The
District shall consult with Developer before making any change to or replacement of the Executive
Project Manager or Senior Professional.

Expense Payments for the Consultants shall be funded as follows: Developer shall make
an initial deposit with the District in the amount of $200,000.00 (the "Initial Deposit") within three
business days of the execution of this Agreement. The District shall draw against the Initial
Deposit to pay all staff and Consultant costs incurred in the District's performance of this
Agreement. When the drawdowns have reduced the Initial Deposit to $50,000.00, the District
will submit an invoice in an amount that will cause the entire amount on deposit to again equal the
sum of $200,000.00 ("Subsequent Deposits"). Each such invoice will be processed promptly, in
accordance with its terms, through the Developer's purchase order payment system. The District
shall not be required to continue any work under this Agreement until the Developer provides the
Initial Deposit or Subsequent Deposits as provided above. At the expiration or termination of this
Agreement or completion of the Proposed Project, in the event the Initial Deposit and Subsequent
Deposits paid to the District exceed the actual Expense Payments required to be paid under this
Section 4, including those necessary to demobilize and wind down the Proposed Project, the
Developer shall be entitled to a refund of the excess amount.

At the quarterly meetings, the District and the Developer shall also address whether an
Amendment to this Agreement, pursuant to Section 18 below, may be required to implement any
proposed adjustment or whether this Agreement should be extended beyond the Negotiation
Period. If an Agreement extension is deemed necessary, the parties shall mutually agree on
appropriate changes to the Work Plan and Project Budget to cover additional work, support and
the Expense Payments that are anticipated to be required to financially support any such extension.
This Section shall expressly survive expiration or termination of the Agreement, and the Developer shall be responsible for any and all costs and expenses reasonably and necessarily incurred by the District to effectively bring the Proposed Project to an end if this Agreement is terminated prior to the end of the Negotiation Period.

5. **Termination.** During the term of this Agreement, the Developer shall have the ongoing right, in its sole discretion but subject to compliance with the requirements of this Section 5, to discontinue further diligence with respect to Proposed Project implementation (the “Termination Right”) by delivering written notice to District (the “Termination Notice”). Prior to exercising its Termination Right, Developer agrees to meet and confer with the District, and shall reach a written agreement (the “Termination Agreement”) on the steps reasonably necessary to demobilize and wind down Developer's involvement in the Proposed Project and the DTC Program to cooperatively ensure the District does not incur any direct costs and is not unduly prejudiced or harmed by the exercise of the Termination Right. Once the Developer effectively exercises the Termination Right, its reimbursement obligations under Section 4, above, shall terminate upon the District's receipt of the Termination Notice; provided, however, the Developer shall remain liable (1) for costs already incurred pursuant to Section 4, above, which expressly survives expiration or termination of the Agreement, and (2) for any costs required to be paid to the District pursuant to the Termination Agreement.

6. **Mutual Confidentiality, Trade Secret, Personal, Financial and Other Proprietary Information.** To the extent permitted by applicable law, the parties shall maintain all information concerning or documents produced for the purpose of negotiations between the parties conducted pursuant to this Agreement as confidential, disclosing information only to those individuals and representatives as designated by the other party, provided that such individuals acknowledge and agree to maintain the confidentiality of such information. The parties enter into this Agreement with the understanding that in the course of the negotiations the District may require or request that Developer provide certain information that is proprietary. Such information may be necessary for the District to verify financial, operational, or trade secret information that is relevant to the negotiation of the final Disposition Agreement and that will serve the public interest in assisting the District to negotiate effectively. The parties enter into this Agreement with the additional understanding that all records, agreements and correspondence in the District's possession are subject to public inspection and disclosure under the California Public Records Act (PRA) (Cal. Govt. Code Sections 625 et seq.) and unless the information is exempt from disclosure by law, the content of any such records shall be made available to the public. To the extent that Developer agrees to provide information that Developer believes contains trade secrets or other proprietary information that Developer believes would cause substantial injury to Developer's competitive position if disclosed, Developer shall designate such records as confidential or proprietary by clearly marking and labeling each page containing such information "CONFIDENTIAL." The District shall not disclose such information publicly without Developer's consent, following the receipt by the Developer of written notice from the District of a specific PRA request, except to the extent that the District is required to make such a disclosure under applicable law, as determined in the District's reasonable discretion. To the extent that the District makes a determination that disclosure is so required, it shall promptly provide Developer with written notice of such determination. If Developer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Developer's request, Developer shall assume all responsibility for any challenges resulting from the non-disclosure,
indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the information deemed confidential by Developer), and pay any and all costs and expenses related to the withholding of said information. Developer shall not make a claim, sue, or maintain any legal action against the District or its directors, officers, employees, or agents concerning the withholding from disclosure of said information.

Final drafts of the Disposition Agreement proposed for approval by the District Board of Directors will be made available to the public, and the District is generally required to comply with requests for disclosure made pursuant to the California Public Records Act (Cal. Gov. §6250 et seq.), unless a statutory exemption from disclosure is available.

If this Agreement expires or is otherwise terminated prior to the District and Developer entering into a legally binding Disposition Agreement, except as otherwise required by law, the District shall, upon receipt of Developer's written request, promptly (a) return all materials or other documents submitted to the District pursuant to this Agreement (excepting any work plan for the Developer's due diligence or materials that were incorporated into or relied upon by the District's CEQA review of the Proposed Project/Disposition Agreement) or (b) destroy all such materials and provide Developer with written certification that the destruction has been completed.

The provisions under this Section 6 shall survive the Negotiation Term.

7. **Right of Entry.** The parties shall enter into the right of entry agreement attached hereto as **Exhibit D** within three (3) business days after the Developer's delivery of the deposit to cover the Expense Payments pursuant to Section 4.

8. **Effect of Negotiations.** This Agreement is merely an agreement to negotiate according to the terms hereof. The parties acknowledge that the execution of this Agreement does not obligate or otherwise commit the other party to agree to any specific term or any Disposition Agreement. The parties acknowledge that any Disposition Agreement resulting from the negotiations arising from this Agreement shall become effective only if and after such Disposition Agreement has been (a) considered and approved both by the District's Board of Directors and the Developer, each in its sole and absolute discretion, and (b) executed and delivered by the District's General Manager/CEO and an authorized officer(s) of the Developer. Developer further acknowledges that the District's Board of Directors retains the sole and absolute discretion to approve or not approve the Proposed Project or the Disposition Agreement.

This Agreement does not constitute or evidence an approval by the District, or commitment of the District, to take any action for which a prior environmental review is required under CEQA, NEPA or other applicable law. The District retains the absolute sole discretion to make decisions with respect to the Proposed Project, which discretion includes, but is not limited to, (i) deciding not to proceed with the Proposed Project (known as the "no build" alternative), (ii) deciding to proceed with development of the Proposed Project, or (iii) deciding to proceed with any alternative development of any portion of the Properties. There shall be no approval or commitment by the District regarding the Proposed Project or any alternative development of any portion of the Properties, unless and until the District, as lead agency, considers the environmental impacts of its actions.
9. **Indemnity.** Developer agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers from and against any and all third party claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising solely out of the performance of this Agreement by the Developer or the District, except for any such claim arising out of the negligence or willful misconduct or illegal acts of the District (or its officers, agents, employees or volunteers) or arising from the breach of this Agreement, or any other agreement relating to the Proposed Project by the District (or its officers, agents, employees or volunteers). This obligation to indemnify, defend and hold harmless shall include, but not be limited to, paying reasonable fees and costs incurred by legal counsel of the District's choice in representing the District in connection with such claims, actions, or lawsuits, any expert fees, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such claims, actions or lawsuits. This Section 9 shall expressly survive expiration or termination of the Agreement.

10. **Legal Challenges.** Nothing herein shall be construed to require the District to defend any third party claims or suits challenging any action taken by the District, acting in good faith, with regard to any procedural or substantive aspect of the District’s role, activities or decisions related to the Proposed Project or the environmental processing of the Proposed Project. Developer will indemnify, defend, and hold harmless the District, its agents, officers, and employees from any and all third party claims, actions, lawsuits, damages, losses, liabilities, including those where Developer is the real party in interest, and that arise or result from any District decision or approval pertaining to the Proposed Project that is made in good faith by the District, including any third party action or proceeding to attack, set aside or void such decision or approval. The Developer may, in its sole and absolute discretion, appear as a real party in interest in any such third party action or proceeding, and in such event, it and the District shall defend such action or proceeding with legal counsel mutually agreed by them, and the Developer shall be responsible for and pay the attorney’s fees and costs of such legal counsel. If the Developer does not elect to appear as a real party in interest (or initially elects to appear in any such third party action but subsequently determines, in its reasonable judgment, to no longer appear as such party in interest), then the District shall have the right to select such legal counsel as the District deems reasonable and appropriate, and the Developer shall be responsible for and reimburse the District for the District’s reasonable attorney’s fees and costs, including the potential award of third-party attorney fees. Upon the District’s receipt of a Termination Notice, as described in Section 5, the Developer’s obligations under this Section 9 shall terminate; provided, however that the Developer shall remain responsible for reimbursement of attorney’s fees and costs incurred prior to such termination.

11. **Remedies for Default.**

   (a) **District.** The District agrees that its remedy for a Developer default hereunder shall be limited to the right to terminate this Agreement and retain any previously applied portions of the Expense Payment.

   (b) **Developer.** If the District defaults on its obligation to negotiate exclusively and in good faith with the Developer for the Term, Developer may elect to (i) terminate this Agreement and receive a refund of the unapplied portion of the Expense Payment or (ii) specifically enforce the terms of this Agreement.
12. **Limited Right of Assignment of Agreement.** The Developer may assign this Agreement to an entity subsequently formed, directly or indirectly, by Facebook Inc. and Plenary Group USA Ltd. for the purpose of implementing the Proposed Project. This assignment may be made without the prior consent of the District but the Developer will provide written notice of any such assignment to the District.

Other than as provided in the preceding paragraph, this Agreement is personal to Developer and is not assignable to any other person or entity without the prior written consent of the District. Any attempt to assign this Agreement or any part of the Agreement without the prior written consent of the District shall constitute a breach of this Agreement and shall be void and of no force and effect.

13. **Notices.** Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery. Unless changed in a written notice provided to the other party, the addresses for notices given pursuant to this Agreement shall be as follows:

**DEVELOPER:** Cross Bay Transit Partners, LLC  
c/o Facebook, Inc.  
1 Hacker Way  
Menlo Park, CA 94025  
Attention: Winsome Bowen

and

Cross Bay Transit Partners, LLC  
c/o Plenary Group  
10100 Santa Monica Boulevard  
Suite 410  
Los Angeles, CA 90067  
Attention: Eliot Jamison

**DISTRICT:** San Mateo County Transit District  
1250 San Carlos Avenue  
P.O. Box 3006  
San Carlos, CA 94070-1306  
Attention: General Manager/CEO

14. **Time of the Essence.** Time is of the essence in this Agreement. Any party's failure to timely perform according to the terms and conditions of this Agreement shall be considered a material breach of this Agreement.
15. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California, except for those provisions preempted by federal law.

16. **Attorneys’ Fees.** If any party commences litigation to enforce the terms of this Agreement, the prevailing party in such litigation shall be entitled to recover its costs and fees incurred in such action, including reasonable attorneys’ fees.

17. **Counterparts.** This Agreement may be signed in multiple counterparts which, when signed by both parties, shall constitute a binding agreement.

18. **Amendments.** This Agreement may be amended or modified only by a written instrument executed by the District and the Developer.

19. **Entire Agreement.** This Agreement (including the Exhibits) contains all the representations and the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties, or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of this Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party or any other person and no court or other body shall consider those drafts in interpreting this Agreement.

20. **Relationship of the Parties.** The Developer is and shall at all times be and remain independent from the District and shall not be an agent of the District. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers. Neither party shall have any right or power to obligate or bind any other party in any manner whatsoever except as expressly authorized in this Agreement. This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in any third party, unless otherwise expressly provided. No party is a fiduciary to any other party under this Agreement and no party has any special responsibilities to any other party to this Agreement beyond any obligations expressly set forth herein.

[Signatures on next page]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"DISTRICT," THE SAN MATEO COUNTY TRANSIT DISTRICT

By: ____________________________
   Jim Hartnett, General Manager/CEO

Approved as to form and legality:

By: ____________________________
   Joan L. Cassman, Legal Counsel

"DEVELOPER", Cross Bay Transit Partners, a Delaware limited liability company

By: ____________________________
   Name: Eliot Jamison
   Its: Manager

By: ____________________________
   Name: Winsome Bower
   Its: Manager
EXHIBIT A
Legal Description of the Property

District:

Developer:
CLTA STANDARD COVERAGE POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

and in addition, as to an insured lender only:

5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Fidelity National Title Insurance Company

By

President

Attorn

Secretary

Countersigned:

Authorized Signature

Form T-139
California Land Title Association
Standard Coverage Policy Form—1990

EXHIBIT A-2
1. SECTION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, successors, personal representatives, testamentary, or corporate or fiduciary successors.

(b) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "lien": the lien described, or referred to in Schedule A, and improvements affected thereto which by law constitute real property. The term "lien" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lines, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property for purchasers for value and tenants under lease.

(g) "unmarketability of the title": any alleged or apparent matter affecting the title to the land, act excluded or excepted from coverage which would exclude the mortgagee from the exercise of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a conditional or continuing condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

(a) After Discharge of Title by Insured Lender. If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) any insured lender who acquires all of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal proceeding which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured lender, provided the transferee is the parent or wholly-owned subsidiary of the insured lender and insured under this policy, or a transferee by operation of law of sale or purchase, subject to any rights or defenses the Company may have against any predecessor insured; and (iii) any governmental agency or governmental instrumentality which acquires (i) any part of the estate or interest pursuant to a contract of insurance or guarantee insuring or guaranteeing the indebtedness secured by the insured mortgage.
SCHEDULE A

FILE NO: 999836          DATE OF POLICY: November 9, 1994 at 11:09 AM

POLICY NO: 139-197528          FEE: $9,510,000.00

AMOUNT OF INSURANCE: $6,900,000.00

1. Name of Insured

SAN MATEO COUNTY TRANSIT DISTRICT, a public agency
and
THE STATE OF CALIFORNIA, acting through its Department of Transportation

2. The estate or interest in the land described herein and which is covered by this policy is:

A FEE SIMPLE AS TO TRACTS 1, 3 THROUGH 23, inclusive,
and
AN EASEMENT AS TO TRACT 2

3. The estate or interest referred to herein is at Date of Policy vested in:

SAN MATEO COUNTY TRANSIT DISTRICT, a public agency

4. The land referred to in this policy is described as follows:

SEE ATTACHED - Continuation of SCHEDULE "A" - #4

Issued At San Mateo County
This Policy Valid Only if Schedule B is Attached

EXHIBIT A-4
Continuation of SCHEDULE "A" - #4

All that certain real property situated in the Counties of San Mateo and Alameda, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HEREIN AND MADE A PART HEREOF
Tract 1 (D-01)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Blocks numbered 12 and 22, in the Eastern Addition to the Town of Redwood City, as appears by the map of said Addition recorded in the office of the County Recorder of San Mateo County, in Book 2 of Miscellaneous, Page 85 and copied in Book 1 of Maps, at Page 81.

EXCEPTING THEREFROM those portions included within the following described parcel of land:

Being portions of Block 12 and Block 22, as shown upon the Map of the Eastern Addition of Redwood City made by W.J. Lewis in 1861 and recorded in Book 2 of Miscellaneous, Page 85 and copied in Book 1 of Maps, at Page 31, San Mateo County Records, said portions being more particularly described as follows:

PARCEL 1:

Portion of Block 12:

BEGINNING at the Southwesterly line of Chew Street at the Northwesterly line of Willow Street; thence along said line of Willow Street South 28° 40' 00" West 96.20 feet to a point from where the radial center of a curve bears North 25° 54' 37" East 5709.60 feet; thence Northwesterly along said curve through a central angle of 01° 56' 44" an arc distance of 193.86 feet to the Southeasterly line of Laurel Street; thence along said line of Laurel Street North 28° 20' 00" East 101.11 feet to the Southwesterly line of Chew Street; thence along said line of Chew Street South 51° 40' 00" East 193.79 feet to the point of beginning.

PARCEL 2:

Portion of Block 22:

BEGINNING at the Southwesterly line of Chew Street at the Northwesterly line of Laurel Street; thence along said line of Laurel Street South 28° 20' 00" West 101.29 feet to a point from where the radial center of a curve bears North 28° 27' 28" East 5709.60 feet; thence Northwesterly along said curve through a central angle of 01° 56' 43" an arc distance of 193.84 feet to the Southeasterly line of Manzanita Street; thence along said line of Manzanita Street North 28° 20' 00" East 97.58 feet to the Southwesterly line of Chew Street; thence along said line of Chew Street South 61° 40' 00" East 193.79 feet to the point of beginning.

07-03-91

CONTINUED
Tract 2 (D-02)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

An easement, as described in the Final Order of Condemnation had on April 9, 1904 in the Superior Court of the State of California in and for the County of San Mateo in an action entitled, "Central California Railroad Company, Plaintiff vs. Charles S. Artigues and Edwin O. Rieser, as Trustee under the Last Will and Testament of Jean Pierre Bayle (generally known as John Bayle) deceased, et al., Defendants," Case No. 2961, a certified copy of said Order was recorded April 9, 1907 in Book 136 of Deeds, Page 39, San Mateo County Records, over, along and across the land described as follows:

All of Block No. 6, in the Eastern Addition to the City of Redwood City, County of San Mateo, State of California, according to a map made by W.J. Lewis in 1861 and recorded in Book 2 of Miscellaneous Records, Page 85, and copied in Book 1 of Maps, at Page 81, Records of said County of San Mateo.

EXCEPTING THEREFROM that portion included within the following described parcel of land:

Being a portion of Block 6, as shown upon the Map of the Eastern Addition to the City of Redwood City made by W.J. Lewis in 1861 and recorded in Book 2 of Miscellaneous Records, Page 85 and copied in Book 1 of Maps, at Page 81, San Mateo County Records, said portion being more particularly described as follows:

Portion of Block 6:

BEGINNING at the Southwesterly line of Chew Street at the Northwesterly line of Charter Street; thence along said Northwesterly line of Charter Street South 28° 20' 00" West 67.85 feet to a point from where the radial center of a curve bears North 22° 07' 39" East 5709.60 feet; thence leaving said line of Charter Street Northwesterly along said curve through a central angle of 03° 10' 48" an arc distance of 316.90 feet to theSoutheasterly line of Willow Street; thence along said line of Willow Street North 28° 20' 00" East 93.34 feet to the Southwesterly line of Chew Street; thence along said line of Chew Street South 61° 40' 00" East 315.83 feet to the point of beginning.

07-03-91

CONTINUED
Tract 3 (D-03)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOW:


EXCEPTING THEREFROM that portion lying within Parcel 1 of that certain Parcel Map filed on August 5, 1986, in Book 57 of Parcel Maps, at Pages 76 to 78, San Mateo County Records.

FURTHER EXCEPTING THEREFROM that portion thereof lying within Parcel #2 of said Map as filed in said Book 57 of Parcel Maps, at Pages 76, 77 and 78 San Mateo County Records described as follow:

Beginning at the Westerly terminus of that course delineated as being "S 52° 29' 35" E 2041.35 feet" as shown on said Map filed in Book 57 of Parcel Maps at Pages 76 to 78; thence along the exterior boundary of Parcel #2 of said Map filed in Book 57 of Parcel Maps at Pages 76 to 78 the following courses and distances; (1) North 28° 08' 27" East 28.46 feet; (2) South 58° 13' 57" East 287.85 feet to the beginning of a curve to the left having a radius of 770.00 feet and a central angle of 3° 36' 20"; (3) Along the arc of said curve 48.46 feet; (4) South 61° 50' 17" East 316.74 feet; (5) South 52° 29' 50" East 759.35 feet; (6) South 43° 15' 13" East, 236.66 feet to the beginning of a nonataangent curve to the left having a radius of 532.60 feet and a central angle of 17° 38' 53" (a radial line from said point to the center of said curve bears North 74° 23' 57" East); thence leaving said exterior boundary and along the arc of said curve 163.86 feet to the Southerly line of said Parcel #2; thence North 52° 29' 26" West along said Southerly line 1819.30 feet to the Point of Beginning.

10-10-91
Tract 4 (D-04)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All those certain lots pieces or parcels of land situate in the County of San Mateo and State of California and bounded particularly described as follows:

A strip of land 100 feet wide lying equally 50 feet on each side of the located center line of the Central California Railway, which located center line is more fully described as follows:

BEGINNING at a point where the Southeasterly line of Lot 3, as said lot was partitioned in re Horace L. Hill vs. Jessie Coleman Knowles, et al July 28, A. D. 1904, in the Superior Court of the County of San Mateo, State of California and recorded July 28, 1904, in Book 98 of Deeds, Page 474, Records of San Mateo County, State of California, is intersected by said located center line at or near Engineer’s Survey Station No. 322 + 00, of said located center line, said point being distant North 28° 52’ East 959.8 feet measured along said Southeasterly line of said Lot 3, from its intersection with the Southerly corner of said Lot 3, thence South 85° 08’ West a distance of 551.23 feet to Engineer’s Survey Station No. “E” 827 + 51.23 the beginning of one degree curve, thence on a one degree curve to the right with a radius of 5729.608 feet, a distance of 853.6 feet to an intersection with the Southwesterly line of said Lot 3, which is also the Northeastery line of the Middlefield Road, at or near Engineer’s Survey Station No. “L” 831 + 41.5, said point being distant 827.6 feet Easterly from the Westerly corner of said Lot 3, measured along the Northeastery line of the Middlefield Road.

11-01-91

CONTINUED
Tract 5 (D-05)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:


EXCEPTING THEREFROM that portion lying in Parcel A, as shown upon that certain Parcel Map filed July 25, 1980 in Book 49 of Parcel Maps, at Pages 98-99, San Mateo County Records.

PARCEL TWO:

Commencing at a point on the Northerly line of the parcel of land described in the deed recorded March 23, 1907, in Book 135 of Deeds, Page 171, San Mateo County Records, distant South 85° 08' West, 1916.64 feet from the Northeasterly corner of said parcel, said point also being also the point of intersection of said Northerly line with the Northwesterly line of Fifth Avenue, as shown upon the map entitled, "North Fair Oaks No. 1", filed November 18, 1907, in Book 5 of Maps, at page 42, San Mateo County Records; thence South 25° 59' 30" West, 139.15 feet to the TRUE POINT OF BEGINNING; thence North 30° 04' 50" West, 62.92 feet to a point in a line parallel with and distant Southerly 102 feet, measured at right angles, from said Northerly line; thence along said parallel line South 84° 52' East, 66 feet, more or less, to a point which bears North 25° 59' 30" East from the TRUE POINT OF BEGINNING; thence leaving said parallel line, South 25° 59' 30" West, 15 feet, more or less, to the True Point of Beginning.

PARCEL THREE:

COMMENCING at a point on the Northerly line of the land described in deed to the Southern Pacific Company, a Kentucky corporation, recorded March 23, 1907, in Book 135 of Deeds, Page 171, San Mateo County Records, distant South 85° 08' West 1,916.64 feet from the Northeasterly corner of said parcel, said point also being the POINT OF COMMENCEMENT of Parcel Two herein above described; thence South 25° 59' 30" West 124.15 feet to a line parallel with and 102 feet, Southerly measured at right angles, from said Northerly line and the POINT OF BEGINNING of the parcel to be described; thence continuing South 25° 59' 30" West 230.53 feet to the Southerly line of said Southern Pacific Company parcel; thence along said Southerly line, North 84° 26' East 82.15 feet the Westerly line of the parcel of land conveyed to L.M. Tyman, et al., by deed recorded April 15, 1946, in Book 1265, Official Records, Page 456, San Mateo County Records; thence along said Westerly line, North 25° 59' 30" East 234.79 feet to Northwesterly line of said Tyman parcel, said point being on the Southerly line of the above described Parcel One; thence along said Southerly line, North 84° 52' West 31.78 feet to the point of beginning.

04-30-91

CONTINUED
Tract 6 (D-06)

THE LAND REFERRED TO HEREIN IS SITUATED PARTLY IN THE CITY OF MENLO PARK, ALL IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that certain piece or parcel of land lying situate in the Rancho de las Pulgas, in the County of San Mateo and State of California, more particularly described as follows:

A strip of land 100 feet in width, lying equally on each side of the center line of the Central California Railway Company's proposed railroad between Redwood City and Ravenswood and extending from the land of Stephen T. Britten to the lands of the University of California, said center line being described as follows:

COMMENCING at a point formed by the intersection of said center line with the Northeasterly boundary line of the lands of Stephen T. Britten at Engineer Station "E" 788 + 67.3, said point of intersection being distant 2773 feet Southeasterly from the Northerly corner of the lands of said Stephen T. Britten, measured along said Britten's Northeasterly line; thence running by true meridian North 85° 08' East, 5075.8 feet to Engineer Station "E" 737 + 91.5 which is at the intersection of said center line with the Northwesterly boundary line of the lands of the University of California and distant thereon 921 feet Northeasterly from the Northerly line of the Bay Road, being a portion of what is known as the Sweeney Ranch.

Being the same lands as conveyed to Southern Pacific Company, a Kentucky corporation, by deed recorded August 6, 1907, in Book 136 of Deeds, Page 398, San Mateo County Records.

02-28-91

CONTINUED
Tract 7 (D-8)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A strip or tract of land 100 feet wide, being 50 feet on each side of the center line of the Central California Railway, as now located over and across the property of the University of California, the said center line being more particularly described as follows:

BEGINNING at a point on the division line between the lands of Mrs. R. A. S. Pescia and the lands of the said University of California, which said point is designated as Engineer's Station "E" 737 + 91.5 and running thence North 85° 08' East over and across the said property of the said University of California a distance of 2966.5 feet to a point on the division line between the lands of the said University of California and the lands of James Henderson, which said last mentioned point is designated as Engineer's Station "E" 708 + 25.

Being the same lands as conveyed to Southern Pacific Company, a Kentucky corporation, by deed recorded September 11, 1907, in Book 136 of Deeds, Page 530, San Mateo County Records.

02-28-91

CONTINUED
THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that certain piece of parcel of land lying situate in the Rancho de las Pulgas, described as follows:

COMMENCING at the intersection of the Southwesterly line of Lot 14 as said lot is delineated and so designated on a map entitled "Map of Subdivisions of Sweeney Ranch, near Redwood City, San Mateo County", filed in the office of the County Recorder of San Mateo County, June 24, 1898, in Book "C" of Maps, Page 36, and a copy recorded in Book 2 of Maps, Page 97, with the center line of the Central Pacific Engineer's Station "B" 788 + 67.3; thence South 63° 34' East along said Southwesterly line of said Lot 14, a distance of 96.24 feet to the TRUE POINT OF BEGINNING of the parcel of land hereinafter described; thence North 85° 08' East along the Southerly right of way line of the Central Pacific Railway Company, a distance of 440.58 feet to a point; thence South 76° 58' West a distance of 360.11 feet to a point in the said Southwesterly line of Lot 14; thence North 63° 34' West along said Southwesterly line of Lot 14 a distance of 98.46 feet to the point of beginning.

EXCEPTING THEREFROM the following described parcel:

A portion of the lands conveyed to Central Pacific Railway Company, a corporation, by that certain Deed Recorded February 15, 1924, in Book 107 of Official Records, Page 61, (File No. 16102) more particularly described as follows:

BEGINNING at the intersection of the Northerly line of the lands conveyed to Ronald M. Newdoll, et ux., by that certain Deed recorded February 14, 1978, in Book 7717 of Official Records, Page 83 (File No. 30442-A-M) with the Southwesterly line of said above mentioned lands conveyed to Central Pacific Railway Company; thence from said point of beginning along the Easterly prolongation of said above mentioned Northerly line North 84° 36' 15" East (called North 85° 08' East in said Deed 107 of Official Records, at Page 61) 66.17 feet to the Northerly prolongation of the Easterly line of said second above mentioned lands (File No. 30442-A-M); thence along said last mentioned prolongation line South 04° 15' 45" East, 39.76 feet to the Northeasternly line of said land conveyed to Newdoll (File No. 30442-A-M); thence along said line North 64° 05' 45" West (called North 63° 50' West in said Deed 30442-A-M) 76.52 feet to the point of beginning.

11-01-91

CONTINUED  

EXHIBIT A-13
Tract 9 (D-09)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A strip of land 100 feet in width, lying 50 feet on each side of the center line of the Central California Railway Company's proposed railroad, as the same is located, over and across the lands of James W. Henderson, and which said center line is more particularly described as follows:

BEGINNING at a point where said center line intersects the Eastern line of said Henderson and the Westerly line of the lands of Anne Carnduff at a point which is known as Engineer's Survey Station "E" 661 + 27.2 which is distant 544.4 feet, measured South 22° 15' West along said line from the intersection with the boundary line of the Rancho de las Pulgas; thence South 85° 08' West, 1,872.8 feet to a point on said center line known as Engineer's Survey Station "E" 680 + 00; thence continuing South 85° 08' West, 2,805 feet to a point on said center line known as Engineer's Survey Station "E" 708 + 25, which point is on the property line between the lands of the University of California and those of said Henderson.

BEING a portion of the land conveyed to Southern Pacific Company, a Kentucky corporation, by deed recorded September 30, 1907 in Book 142 of Deeds, page 39 San Mateo County Records.

11-01-91

CONTINUED
Tract 10 (D-10)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that certain lot, piece or parcel of land situate, lying and being in the County of San Mateo, State of California, lying partly in the Rancho de las Pulgas and partly in the marsh land Northerly thereof and more particularly described as follows:

A strip of land 200 feet in width lying 150 feet on the Northerly side and 50 feet on the Southerly side of the located center line of the Central California Railway Company's proposed railroad between Redwood City and Ravenswood and running from the Westerly to the Easterly boundary of lands now or formerly Ann Carnduff, said center line being more particularly described as follows:

BEGINNING at the intersection of the said center line at Engineer's Station "E" 661 + 27.2 with the Westerly boundary line of the lands now or formerly of said Carnduff, distant thereon 544.5 feet Southerly from its intersection with the boundary line of Rancho de las Pulgas, and running thence North 85° 08' East, 1444.6 feet to the beginning of a curve to the left having a radius of 11,459.17 feet; thence along said curve 1118.9 feet to the Easterly boundary of land of said Carnduff distant thereon 210 feet Northerly from boundary line of the Rancho de las Pulgas.

Being the same land as described in the deed dated September 19, 1907 from Ann Carnduff to Southern Pacific Company, a Kentucky corporation, recorded October 14, 1907 in Book 135 of Deeds, at page 544, San Mateo County Records.

EXCEPTING THEREFROM that portion conveyed to Spring Valley Water Company, by deed recorded June 17, 1907, in Book 127 of Deeds, Page 537, San Mateo County Records.

ALSO EXCEPTING THEREFROM that portion lying within the lands described in the deed from M.F.X. Kavanaugh to the Southern Pacific Company, by deed recorded June 13, 1907, in Book 141 of Deeds, Page 24, San Mateo County Records.

ALSO EXCEPTING THEREFROM that 1.45 acre parcel described in Section II of the deed from Southern Pacific Company, August 18, 1910, in Book 183 of Deeds, Page 578, San Mateo County Records, described as follows:

A strip or tract of land 150 feet wide, situate in the Southwest quarter of Section 24, Township 5 South, Range 3 West, Mount Diablo Base and Meridian, and comprising within the Easterly and Westerly boundaries thereof as hereinafter described, the Northerly 100 feet of that certain strip 200 feet wide, lying 150 feet on the Northerly side and 50 feet on the Southerly side of the surveyed "A" center line of the Central California Railway Company, which was conveyed to the Southern Pacific Company by Ann Carnduff, by deed dated September 19, 1907, and recorded October 14, 1907, in Book 135 of Deeds, Page 544, San Mateo County Records, and all of that other certain strip of land 50 feet wide, which was conveyed to the Southern Pacific Company by Ann Carnduff, by deed dated March 27, 1908, in Book 145 of Deeds, Page 397, San Mateo County Records. Said strip or tract of land herein conveyed lies on the Northerly side of the constructed main line track of the Central California Railway Company, and is

CONTINUED
Tract 10 (D-10)
(Legal Description Continued)

bounded on the Easterly side by the Easterly boundary of property formerly belonging to Ann Carnuff, and the Westerly boundary of property of the Spring Valley Water Company, and which said boundary line intersects the said surveyed "A" center line of the Central California Railway Company at a point thereon known as Engineer's Station No. "A" 628 + 60, shown upon the accompanying map and designated as "E" on the Southerly side by a line drawn parallel to, and 50 feet distant, measured on a radial line North of the said surveyed center line, said Southerly boundary line being the arc of a curve, having a radius of 11,409.2 feet; on the Westerly side by the Northeasterly boundary line of that certain strip of land conveyed to the Spring Valley Water Company by Ann Carnuff, by deed dated August 31, 1905, and recorded June 17, 1907, in Book 127 of Deeds, Page 537, San Mateo County Records, and which said Northeasterly boundary line intersects the said surveyed center line at or near a point thereon known as Engineer's Survey Station No. "A" 630 + 48, shown upon the accompanying map and designated as "F"; on the Northerly side by a line drawn parallel to, and 200 feet distant, measured on a radial line North of the said surveyed center line, said Northerly line being the arc of a curve having a radius of 11,259.2 feet.

ALSO EXCEPTING THEREFROM that portion described in the Final Order of Condemnation had on June 29, 1982 in the Superior Court of the State of California, for the County of San Mateo, Case No. 254709, entitled, "The People of the State of California acting by and through the Department of Transportation, Plaintiff vs Southern Pacific Transportation Company, a Delaware corporation, et al, Defendants recorded June 29, 1982, Series No. 82-054425, described therein as follows:

BEGINNING at the Northeasterly corner of Block 9, as said Block 9 is shown upon that certain map entitled "Newbridge Park", filed June 10, 1926, in Book 14 of Maps, at Pages 6 and 7, San Mateo County Records; thence along the Northerly prolongation of the Easterly line of said Block 9, North 23° 08' 15" East, 111.67 feet to the TRUE POINT OF COMMENCEMENT; thence continuing along said Northerly prolongation North 23° 08' 15" East, 112.29 feet to the Northerly line of that 200.00 feet wide strip of land described in the deed from Ann Carnuff to Southern Pacific Company, recorded October 14, 1907 in Book 135 of Deeds, Page 544, San Mateo County Records; thence along said Northerly line North 86° 04' 15" East, 138.54 feet; thence South 18° 44' 08" West, 108.36 feet to a line that is parallel with and distant 99.99 feet, Southerly at right angles from the Northerly line of said 200.00 foot strip; thence along said parallel line South 86° 04' 15" West, 147.88 feet to the TRUE POINT OF COMMENCEMENT.

The bearings and distances used in the above description are on the California Coordinate System, Zone 3.

ALSO EXCEPTING THEREFROM that portion lying Northerly of a line parallel and concentric with and distant Northerly 100 feet, measured at right angles and radially from the Southerly line of the land described in the deed to Southern Pacific Company, a Kentucky corporation, recorded October 14, 1907 in Book 135 of Deeds, at page 544, said County Records.

10-01-91

CONTINUED
THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A piece or parcel of land lying in the Rancho de las Pulgas and more particularly described as follows:

COMMENCING at the intersection of the center line of the Central California Railway Company's proposed railroad with the boundary line between the property of Ann Carnduff and that of M.F.X. Kavanaugh at a point known as Engineer Survey Station "A" 637 + 33, said center line is marked on the ground by stakes set at distances of 50 feet and less, in the year of our Lord 1907. Said point of beginning being South 10° 17' West a distances of 224.7 feet from the intersection of said property line with the Northerly boundary line of Rancho de las Pulgas and running South 10° 17' West along the said property line between the land of said Ann Carnduff and that of M.F.X. Kavanaugh to a point that is 50 feet distant measured at right angles to the said center line of the Central California Railway; thence Easterly parallel to and 50 feet distant at right angles from the said center line, on a curve to the left with a radius of 11509.17 feet to a point on the boundary line between the property of M.F.X. Kavanaugh and that of said Ann Carnduff said point being South 53° 15' East a distance of 65 feet, more or less, from an intersection of said property line with the center line of said railroad, at or near Engineer's Survey Station "A" 634 + 46.6; thence North 53° 15' West a distance of 453.4 feet and crossing the center line of the said railroad at the aforementioned Engineer's Survey Station "A" 634 + 46.6 to an intersection with the Northerly boundary of Rancho de las Pulgas; thence South 10° 17' West, a distance 224.7 feet to a point of beginning at Engineer's Survey Station "A" 637 + 33.0.

Being the same parcel of land as conveyed to Southern Pacific Company, a Kentucky corporation, by deed recorded June 13, 1907, in Book 141 of Deeds, Page 24, San Mateo County Records.

EXCEPTING THEREFROM that portion thereof lying Northerly of a line concentric with and Northerly 100 feet, measured radially from the Southerly line of the land described in said deed recorded June 13, 1907 in Book 141 of Deeds, page 24.

10-01-91

CONTINUED
THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A portion of Rancho de las Pulgas, a portion of the South 1/2 of Section 24, Township 5 South, Range 3 West, Mount Diablo Base and Meridian and the South 1/2 of Section 19, Township 5 South, Range 2 West, Mount Diablo Base and Meridian, in the County of San Mateo, State of California, described as follows:

PARCEL ONE:

A strip or tract of land 250 feet wide, lying equally 125 feet on each side of the surveyed center line of the Central California Railway Company; said surveyed center line, known as the "A" line, is described as follows:

COMMENCING at the point where said surveyed center line intersects the Easterly boundary of the Las Pulgas Rancho, said point of intersection being South 27° East, a distance of 923.4 feet, more or less, measured along said Easterly boundary from a post marked "P.M.C.8," according to the official survey of said rancho; thence from said point of beginning, Northerly and Easterly across the Northwest quarter of Section 19, Township 5 South, Range 2 West, Mount Diablo Base and Meridian, on a curve to the left, having a radius of 11,459.2 feet, for a distance of 2,360 feet, more or less, to the point of intersection of said surveyed center line with the Westerly boundary line of Tide Land Survey No. 51, which is also the dividing line between the properties of the Spring Valley Water Company, a corporation and the Morgan Cyster Company, at a point on said surveyed center line known as Engineer's Survey Station No. "A" 571 + 89.4 shown upon the accompanying map and designated thereon as "A".

Said strip or tract of land is bounded on the Northerly and Southerly sides by two lines drawn parallel to, and each 125 feet distant, measured at right angles Northwesterly and Southeasterly, respectively, from the above described surveyed center line of the Central California Railway Company by the Easterly side of the said Westerly boundary line of Tide Land Survey No. 51, and dividing line between the property of Spring Valley Water Company, a corporation and the property of the Morgan Cyster Company, and on the Westerly side by the Easterly boundary line of the Las Pulgas Rancho, as above described.

PARCEL TWO:

A strip or tract of land 100 feet wide, lying 50 feet equally on each side of the surveyed center line of the Central Californie Railway Company, said surveyed center line, known as the "A" line, being described as follows:

COMMENCING at the point where said surveyed center line intersects the Easterly boundary line of the Las Pulgas Rancho, said point of intersection being South 27° East, a distance of 923.4 feet, more or less, measured along said Easterly boundary line, from a post marked "P.M.C.8," according to the official survey of said rancho; thence from said point of beginning, Southerly and Westerly in the said Las Pulgas Rancho, on a curve to the right, having a radius of 11,459.2 feet, for a distance of 1322.6 feet, more or less, to the point where said surveyed center line intersects the boundary line between property standing in the name of A.B. and E.C. Baldwin, and property at present and formerly belonging to Geraldine E. C. Frisbie, at

CONTINUED
Tract 12 (D-12)

(Legal Description Continued)

a point on said surveyed center line known as Engineer’s Survey Station No. "A" 608 + 72, said point of intersection, bears North 87° East, a distance of 690.7 feet, more or less, from the Northwesterly corner of property belonging to Southern Pacific Company, and formerly belonging to the said Geraldine E. C. Frisbie.

Said strip or tract of land is bounded on the Northerly and Southerly sides by two lines drawn parallel to, and each 50 feet distant, measured at right angles Northwesterly and Southeasterly, respectively, from the above described surveyed center line of the Central California Railway Company; on the Easterly side by the Easterly boundary line of the said Las Pulgas Rancho; and on the Westerly side by the above described dividing line between the properties of A.B. and E.C. Baldwin and Geraldine E.C. Frisbie.

PARCEL THREE:

A strip or tract of land 100 feet wide, lying 50 feet on each side of the surveyed center line of the Central California Railway Company, said surveyed center line, known as the "A" line, being described as follows: COMMENCING at the point of intersection of the said surveyed center line with the Northwesterly boundary line of property belonging to the Southern Pacific Company, and formerly belonging to Geraldine E. C. Frisbie, said Northwesterly boundary line being also the Southeasterly line of a private road, at a point on said surveyed center line known as Engineer’s Survey Station No. "A" 617 + 78.3, being South 35° West, a distance of 304.7 feet, more or less, from said Northwesterly corner of said property belonging to Southern Pacific Company; thence from said point of commencement, crossing said private road and continuing across a portion of the Southeast quarter of Section 24, Township 5 South, Range 3 West, Mount Diablo Base and Meridian, Southerly and Westerly on a curve to the right, having a radius of 11,459.2 feet, for a distance of 1081.7 feet, to the point where said surveyed center line intersects the dividing line between the property of Spring Valley Water Company and property formerly belonging to Ann Carnuff, and now belonging to Southern Pacific Company, at Engineer’s Survey Station No. "A" 628 + 60; said point of intersection, bears North 11-1/2° West, a distance of 200 feet, more or less, from the point where the Easterly boundary line of property belonging to Ann Carnuff intersects the Southwesterly line of the strip or tract of land conveyed to Spring Valley Water Company by Ann Carnuff by deed dated August 31, 1905, and recorded June 17, 1907, in Book 127 of Deeds, Page 537, San Mateo County Records.

Said strip or tract of land is bounded on the Northerly and Southerly sides by two lines drawn parallel to, and 50 feet distant, measured at right angles Northwesterly and Southeasterly, respectively, from the above described surveyed center line of the Central California Railway Company; on the Easterly side by the Southeasterly line of said private road, said Southeasterly line being also the Northwesterly line of said property formerly belonging to Geraldine E.C. Frisbie, and on the Westerly side by the Easterly line of said property formerly belonging to Ann Carnuff.

PARCEL FOUR:

A strip or tract of land 100 feet wide, lying equally 50 feet on each side of the surveyed center line of the Central California Railway Company, said surveyed center line, known as the "A" line, being described as follows:

CONTINUED

EXHIBIT A-19
COMMENCING at the point where the said surveyed center line intersects the Northeasterly boundary line of that certain strip or tract of land conveyed by Ann Carnduff to Spring Valley Water Company, by deed dated August 31, 1905, and recorded on June 17, 1907, in Book 127 of Deeds, Page 537, San Mateo County Records, at or near a point on said surveyed center line known as Engineer's Survey Station No. "A" 630 + 43; thence Southerly and westerly on a curve to the right, having a radius of 11,659.2 feet, for a distance of 202 feet, more or less, to the point where said surveyed center line intersects the Southwesterly line of said strip or tract of land conveyed by Ann Carnduff to Spring Valley Water Company, by said deed dated August 31, 1905, as above described, at or near a point on said surveyed center line known as Engineer's Surveyed Station No. "A" 632 + 50.

Said strip or tract of land is bounded on the Northerly and Southerly sides by two lines drawn parallel to, and each 50 feet distant, measured at right angles Northerly and Southerly respectively from the said surveyed center line of the Central California Railway Company; on the Easterly and Westerly sides by the Northeasterly and Southwesterly boundary lines, respectively, of the strip or tract of land conveyed by Ann Carnduff to Spring Valley Water Company, as hereinabove described.

Tract 13 (D-13)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that certain lot, piece or parcel of land, lying and being in the Rancho de las Pulgas, County of San Mateo, State of California, bounded and described as follows:


Being the same lands as conveyed by Geraldine B. Frisbie to Southern Pacific Company, by deed recorded March 14, 1907 in Book 139 of Deeds, at page 38, San Mateo County Records.

CONTINUED

EXHIBIT A-21
Tract 14 (D-14)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A portion of Rancho de las Pulgas, described as follows:

BEGINNING at a point on the North line of the property of G. E. C. Frisbie which said point is distant 50 feet Southerly at right angles from the located center line of the Central California Railway and which said point is also distant Westerly 1030 feet more or less, along the North line of said property from the Northeast corner of said property; thence South 87° 30’ West and along said North line, crossing the located center line of the Central California Railway at Station 608 + 72 a distance of 640 feet, more or less, to a point; thence Southwesterly and along the Southerly line of the land deeded by G. E. C. Frisbie to S. P. Co. by deed dated March 8, 1907 and recorded in Book 139 of Deeds, Page 38, San Mateo County Records, a distance of 435 feet, more or less, to a point on the Easterly side of a private road; thence South 35° West and along the Easterly line of said private road crossing the located center line of the Central California Railway at Station 617 + 78.3 a distance of 150 feet, more or less, to a point; thence Easterly parallel with and 50 feet distant Southerly at right angles from the located center line of the Central California Railway, a distance of 1185 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion, if any, conveyed to Spring Valley Water Company, as described in Item I, on Page 584 of the deed recorded August 18, 1910, in Book 183 of Deeds, Page 578, San Mateo County Records.

11-01-91

CONTINUED

EXHIBIT A-22
Tract 15 (D-15)

THE LAND REFERRED TO HEREBIN IS SITUATED IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A portion of Sections 18 and 19, Township 5 South, Range 2 West, Mount Diablo Base and Meridian, described as follows:

PARCEL ONE:

All of that certain tract or strip of land situate in the County of San Mateo, State of California, 100 feet in width, lying and being 50 feet on each side of the located center line of the Central California Railway Company’s proposed railroad, where said center line is located over and across the property of The Morgan Oyster Company, and which center line is more particularly described as follows:

COMMENCING at a point where said located center line intersects the Western boundary line of Tide Land Survey No. 51, said line being the Western property line of The Morgan Oyster Company, and said point being also known as Engineer’s Survey Station "A" 571 + 89.4, which is distant South 21° 35’ East, 6650 feet from the corner common to Sections 7 and 18 of Township 5 South, Range 2 West, M. D. B. & M., and Sections 12 and 13 of Township 5 South, Range 3 West, M. D. B. & M.; thence running North 50° East, across Tide Land Survey No. 61 and Tide Land Survey No. 62 and Tide Land Survey No. 87, 3019.4 feet to a point on the Eastern boundary line of Tide Land Survey No. 87, said point being also known as Engineer’s Survey Station "A" 541 + 70.


PARCEL TWO:


11-01-91

CONTINUED
Tract 16 (D-16)

THE LAND REFERRED TO HEREBIN IS SITUATED IN THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All those certain lots, pieces or parcels of land situate in Section 17, Township 5 South, Range 2 West, Mount Diablo Base and Meridian, County of Alameda, State of California and more particularly described as follows:

BEING all that portion of Tide Land Survey No. 109 lying Southeasterly from the Southwesterly extension on a course, South 41° 02' West of the Southeasterly boundary line of a tract of land of 0.72 acres Claimed to be owned by Morgan Oyster Company, adjacent to and Northeasterly from the wharf, as it existed on July 26, 1907, at Dumbarton Point, said tract of land was leased by Morgan Oyster Company from year to year, at that time, under said claim of ownership to Spring Valley Water Company and said Southerly boundary line to be extended on a course, South 41° 02' West to intersect the Southerly line of said Tide Land Survey No. 109, as shown on the plat attached to the deed from San Francisco Bay Company, recorded August 3, 1907, in Book 1401 of Deeds, Page 29, Alameda County Records.

EXCEPTING THEREFROM that portion conveyed to Morgan Oyster Company, by deed recorded February 18, 1908, in Book 1423 of Deeds, Page 235, Alameda County Records.


11-01-91

CONTINUED
Tract 17 (D-17)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A portion of Tide Land Survey 103 of the County of Alameda, described as follows:

BEGINNING at the intersection of the Central Pacific Railway Company's surveyed "A" line, said line also being the center line of the existing main line track, as said track existed in December 10, 1947, between Newark and Redwood City, with the course designated as "North 47° 00' West, in Parcel 1 of the deed to Leslie Salt Co., recorded December 26, 1947, in Book 5206, Official Records, Page 356, Alameda County Records, said point of intersection being Northwesterly 411 feet from the Southeasterly terminus of said course; thence Southwesterly and embracing a strip, 50 feet in width, on the Southeasterly side of said center line, measured at right angles, and 100 feet on the Northwesterly side of said center line, measured at right angles, a distance or 871 feet, more or less, to the intersection with the course "South 31° 45' East, 579.03 feet" in said Leslie Salt Co. deed, said point of intersection being Northwesterly 450 feet from the Southeasterly terminus of said course.

11-01-91

CONTINUED
Tract 18 (D-18)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING at a point known as Engineer's Station "A" 457 + 48.3, as set forth in Parcel 2 of the Deed to Leslie Salt Co., recorded December 26, 1947, in Book 5206, Official Records, Page 356, Alameda County Records; thence along the Southeasterly line of said Parcel 2, South 17° 00' West, 89.83 feet to a point which is radially distant 50.00 feet Southwesterly from said "A" line; thence Southwesterly along the arc of a curve to the left, the radius of which is 11,469.17 feet, concentric with said "A" line, an arc distance of 122.01 feet; thence Southwesterly, along a line distant 50.00 feet Southeasterly of said "A" line, 3711.66 feet to the Southwesterly line of said Parcel 2; thence along said Southwesterly line, North 47° 00' West, 151.10 feet to a point which is 100.00 feet Northwesterly of said "A" line; thence North 50° 00' East, parallel to said center line and a uniform width of 100.00 feet, measured at right angles, Northwesterly therefrom, a distance of 3,730.08 feet; thence along an arc of a curve to the right, the radius of which is 11,559.17 feet and concentric with said "A" line, an arc distance of 346.08 feet to the Southeasterly line of said Parcel 2; thence South 17° 00' West, along said Southeasterly line, 177.23 feet to the point of beginning.

11-01-91
Tract 19 (D-19)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A portion of Tide Land Survey 280 of the County of Alameda, described as follows:

BEGINNING at the most Easterly corner of Parcel 3 of the deed to Leslie Salt Co., of deed recorded December 26, 1947, in Book 5206, Official Records, Page 356, Alameda County Records; thence along the Southeasterly line of said Parcel 3, South 40° 15' West, 264.37 feet; thence leaving said Southeasterly line, North 22° 40' West, 120.38 feet; thence North 67° 20' East, 235.35 feet, more or less, to the point of beginning.

02-28-91

CONTINUED
THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING at the intersection of the North and South quarter section line of Section 10, Township 5 South, Range 2 West, Mount Diablo Base and Meridian with the "A" line of Central Pacific Railway, said point being South 67° 20' West, along said center line, 4,818.20 feet from the West line of Hickory Street in the Town of Newark, as said Westerly line existed on December 10, 1947; thence along said North and South quarter section line, South 54.18 feet to a point which is 50.00 feet Southeasterly, measured at right angles from said center line; thence South 67° 20' West, along the Southeasterly line of the parcel of land described in Parcel 4 in the deed to Leslie Salt Co., recorded December 26, 1947, in Book 5206, Official Records, Page 356, Alameda County Records, a distance of 4600.32 feet; thence Southwesterly along the arc of a curve to the left, the radius of which is 11,409.17 feet, concentric with said "A" center line, an arc distance of 3,329.52 feet to a point in the Northwesterly line of said Parcel 4; thence North 17° 00' East, along said Northwesterly line, 89.88 feet to a point in said "A" line, at Engineer's Station 457 + 48.80; thence continuing, North 17° 00' East, along said Northwesterly line, 177.23 feet to a point which is radially distant 100.00 feet Northwesterly from said "A" center line; thence Northeastward along the arc of a curve to the right, the radius of which is 11,559.17 feet, an arc distance of 2,151.25 feet; thence leaving the radial line, North 64° 13' 10" East, 2,043.02 feet; thence South 22° 40' East, 123.50 feet to a point which is 50.00 feet, Northwesterly measured at right angles, from a point at Engineer's Station 414 + 40.0 of said "A" center line; thence North 67° 20' East, parallel with said "A" center line a uniform distance of 50.00 feet, measured at right angles Northwesterly therefrom, a distance 3,505.40 feet to a point in said North and South quarter section line of said Section 10; thence South, along said quarter section line 61.23 feet to the point of beginning.

11-01-91

CONTINUED
Tract 21 (D-21)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING at a stake in the North and South quarter Section line of Section 10, Township 5 South, Range 2 West, Mount Diablo Base and Meridian, said stake being the Southwesterly corner of the parcel of land conveyed by Pacific Land Investment Company, a corporation to Southern Pacific Company, a corporation, recorded June 3, 1907, in Book 1362 of Deeds, Page 107, Alameda County Records; thence along the Southerly line of said Southern Pacific parcel, North 67° 20' East 4173.23 feet to a point on the Southerly line of that

certain 100 foot strip of land which was conveyed to Southern Pacific Company by Pacific Land Investment Company, by deed recorded March 16, 1904, in Book 966 of Deeds, Page 53, Alameda County Records; thence along the Northerly line of said Southern Pacific parcel in Book 1362 of Deeds, Page 107, Alameda County Records and along said Southerly line of said Southern Pacific parcel in Book 996 of Deeds, Page 53, Alameda County Records, South 74° 52' West 670 feet, more or less, to the Southeasterly line of the parcel 6 of the deed conveyed by Central Pacific Railway Company and Central Pacific Company to Leslie Salt Co., by deed recorded December 26, 1947, in Book 5206, Official Records, Page 356, Alameda County Records; thence along said Southeasterly line, South 67° 20' West 3230 feet, more or less, to said North and South quarter Section line; thence leaving Southeasterly line and along said North and South quarter Section line, South 120 feet, more or less, to the point of beginning.

Being a portion of the parcel of land conveyed by Pacific Land Investment Company to Southern Pacific Company, by deed recorded June 3, 1907, in Book 1362 of Deeds, Page 107, Alameda County Records.

11-01-91

CONTINUED. EXHIBIT A-29
Tract 22 (D-22)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that portion of the parcel of land conveyed by Pacific Land Investment Company, a California Corporation, to South Pacific Coast Company, a California Corporation, by deed dated and recorded July 19, 1902, in Book 834 of Deeds, Page 268, Alameda County Records, and that portion of the parcel of land conveyed by Pacific Land Investment Company, a California Corporation, to Southern Pacific Company, a Kentucky corporation, dated October 27, 1902 and recorded March 16, 1904, in Book 966 of Deeds, Page 53, Alameda County Records, Bounded on the Northeast by the West limit of the Town of Newark, as shown on the map of the Town of Newark, Alameda County, California, filed in the office of the County Recorder of Alameda County on May 6, 1878, in Book 17 of Maps, Page 10, the West line of the Town of Newark is identical with the Westerly line of Hickory Street and Bounded on the Northwest by the Southeasterly line of the parcel of land conveyed by South Pacific Coast Railroad Company to Suburban Company, by deed dated August 11, 1906, and recorded in Book 1435 of Deeds, Page 11 and the Southeasterly line of the 19.915 acre parcel of land described in the Amended Final Decree of Condemnation had in the Superior Court of the State of California, in and for the County of Alameda entitled "City and County of San Francisco, Plaintiff, vs. Central Pacific Railway Company, a corporation, et al., Defendants", Case No. 75964. A Certified copy of said Amended Final Decree was recorded August 10, 1924, in Book 734, Official Records, Page 279, Alameda County Records.

11-01-91
THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A portion of the parcel of land described in the deed from Pacific Land Investment Company, a California Corporation, to South Pacific Coast Company, a California Corporation, by deed recorded July 19, 1902, in Book 334 of Deeds, Page 268, Alameda County Records, bounded on the Southwest by the Southwesterly line of Hickory Street, as shown upon the map of the Town of Newark, Alameda County, California, filed in the office of the County Recorder of Alameda County on May 6, 1878 in Book 17 of Maps, Page 10, Alameda County Records, and on the Northeast by the center line of Elm Street, as shown upon said map of the Town of Newark.

EXCEPTING THEREFROM that portion lying within Lots 14, 15, 16, 17, 18 and 19 of Block 207, as shown upon said map of the Town of Newark.

11-01-91

CONTINUED

EXHIBIT A-31
LEASE NO.______

This Lease consists of this summary and the following attached and incorporated parts:

Section 1 Basic Provisions
Section 2 Special Provisions Amending or Supplementing Section 1 or 4
Section 3 Description of Lease Premises
Section 4 General Provisions

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the STATE LANDS COMMISSION (1807 13th Street, Sacramento, California 95814), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to:

SOUTHERN PACIFIC TRANSPORTATION COMPANY

hereinafter referred to as Lessee:

WHOSE MAILING ADDRESS IS: One Market Plaza
San Francisco, California 94105

those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

EXHIBIT A-32
LEASE TYPE: GENERAL LEASE - RIGHT OF WAY USE

LAND TYPE: Tide and submerged.

LOCATION: San Francisco Bay, San Mateo County & Alameda County.

LAND USE OR PURPOSE: Right of Way for the location, construction, use and maintenance of the Dumbarton Railroad Bridge.

TERM: Forty nine (49) years; beginning August 1, 1994, and ending July 31, 2043, unless sooner terminated as provided under this Lease.

CONSIDERATION: The public use and benefit.

Subject to modification by Lessor as specified in Section 4 - General Provisions.

AUTHORIZED IMPROVEMENTS:

X EXISTING: The Dumbarton Railroad Bridge.

__ TO BE CONSTRUCTED; CONSTRUCTION MUST BEGIN BY: N/A.

AND BE COMPLETED BY: N/A.

LIABILITY INSURANCE: $1,000,000 Combined Single Limit.

SURETY BOND OR OTHER SECURITY: N/A.

SECTION 2
SPECIAL PROVISIONS

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED OR SUPPLEMENTED AS FOLLOWS:

1. Lessor and Lessee acknowledge that: (i) the lands subject to this lease are a portion of Lessee's Dumbarton Branch Line, which Dumbarton Branch Line is subject to a purchase option held by the San Mateo County Transit District ("SamTrans"); (ii) SamTrans desires to exercise its option to purchase the Dumbarton Branch Line and in connection with the closing of such purchase and sale, Lessee shall apply to the State Lands Commission for approval of the assignment of Lessee's rights and obligations under this Lease to SamTrans; and (iii) the State of California, through its Department of Transportation, has agreed to participate in funding SamTrans' acquisition of the Dumbarton Branch Line and as a condition to such funding will be named as beneficiary under a deed of trust encumbering the Dumbarton Branch Line.

EXHIBIT A-33
2. Section 4, Paragraph 3 is deleted and replaced with the following:

3. (a) This lease is not intended to establish the State’s boundaries or ownership and is made without prejudice to either party regarding any boundary claims or rights of ownership which may be asserted presently or in the future.

(b) This lease is entered without prejudice to either party regarding the applicability of the California Public Utilities Code Sections 7551, et seq. to the location, construction, use, and maintenance of the Dumbarton Railroad Bridge.

3. Section 4, Paragraph 4(b) is deleted and replaced with the following:

4(b). Unless this Lease is otherwise terminated pursuant to the terms herein, Lessee shall not abandon the Lease Premises from commencement of the Lease until its expiration.

4. Section 4, Paragraph 4(e) is deleted and replaced with the following:

4(e). Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. The Lessor, by its executive officer, shall notify the Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy of the condition within 30 days.

5. Section 4, Paragraph 5(a)(2) is amended to add the following:

5(a)(2). The rights of entry of Lessor in this paragraph are subject to Lessor providing Lessee with reasonable notice prior to any such entry.

6. Section 4, Paragraph 5(a)(3) is deleted and replaced with the following:

5(a)(3). Lessor expressly reserves to the public an easement for convenient access across the Lease Premises below the bridge to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this lease below the bridge; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
7. Section 4, Paragraph 7(a) is deleted and replaced with the following:

7(a). Lessee shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance by Lessor or the enjoyment or breach of this Lease by Lessee or Lessee's use of the Lease Premises except to the extent any such liability, claims, damage or injury is caused by the negligence of Lessor, its officers, agents and employees.

8. Section 4, Paragraph 9 (a), (b), and (c), is deleted in its entirety.

9. Section 4, Paragraph 10(f) is deleted and replaced with the following:

10(f). Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted Agreement and Consent to Encumbrancing of Lease available from Lessor upon request.

10. Section 4, Paragraph 10(g) is deleted and replaced with the following:

10(g). Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee shall be released from all liability under this Lease, to the extent that such liability has been assumed by the assignee, except that Lessee shall not be released as to liability (i) arising prior to the effective date of assignment, (ii) associated with Lessee's use, possession or occupation of or activities on the Lease Premises while under Lessee's control, and (iii) as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises by Lessee.

11. Section 4, Paragraph 11 (a)(2) is deleted and replaced with the following:

11(a)(2). Lessee's failure to obtain or maintain liability insurance (including self-insurance) as required under this Lease.
12. Section 4, Paragraph 11(a)(3) is deleted and replaced with the following:

11(a)(3). The rights conferred by this Lease shall terminate upon the occurrence of any of the events that result in reversion of Lessee's interest in Lease Premises as provided in Section 7554 of the California Public Utilities Code as it exists or may be amended.

13. Section 4, Paragraph 11(c) is deleted and replaced with the following:

11(c). Subject to all applicable laws, rules and regulations, in the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

(1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises.

(2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice Lessee shall immediately surrender possession of the Lease Premises to Lessor.

(3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises.

(4) Exercise any other right or remedy which Lessor may have at law or equity.
14. Section 4, Paragraph 12(e) is deleted and replaced with the following:

12(e). Lessor may, upon reasonable cause, at any time during the lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law, regulation or ordinance.
SECTION 4

GENERAL PROVISIONS

1. GENERAL
These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. CONSIDERATION
(a) Categories
(1) Rental
Lessees shall pay the annual rental as stated in this Lease to Lessor without deduction, delay or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) Non-Monetary Consideration
If the consideration to Lessor for this lease is the public use, benefit, health or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

(b) Modification
Lessor may modify the method, amount or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lease is given at least thirty (30) days notice prior to the effective date.

(c) Penalty and Interest
Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

3. BOUNDARIES
This lease is not intended to establish the State's boundaries and is made without prejudice to other parties regarding any boundary claims which may be asserted presently or in the future.

4. LAND USE
(a) General
Lessees shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessees shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessees shall notify Lessor within ten (10) days after commencing the construction of authorized improvements and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) Continuous Use
Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

(c) Repairs and Maintenance
Lessees shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

(d) Additions, Alterations and Removal
(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

(e) Conservation
Lessees shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the lease. The lessor, by its executive officer, shall notify the lessee, when in his or her opinion, lessee has violated the provisions of this section and lessee shall respond and discontinue the conduct or remedy of the condition within 30 days.

(f) Taxes
Lessees shall pay property taxes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, state or local law, regulation or ordinance dealing with such wastes, substances or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

(g) Enjoyment
Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall prejudice Lessee from enquiring persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises as provided under this Lease.

(b) Discrimination
Lessees in use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

(i) Residential Use
No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

5. RESERVATIONS, ENCUMBRANCES AND RIGHTS-OF-WAY
(a) Reservations
(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this lease.

EXHIBIT A-39 Form 5115 (Rev. 11/91)
(2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessor owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances
This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances and claims and is made without warranty by Lessor of title, condition or fitness of the land for the stated or intended purpose.

6. RULES, REGULATIONS AND TAXES
(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtain and maintain all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

7. INDEMNITY
(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claim, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury or casualty on the Lease Premises.

8. INSURANCE
(a) Lessee shall obtain and maintain in full force and effect during the term of this lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by the State from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insured as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State. The State will not be responsible for any premiums or other assessments on the policy. The coverage provided by the Insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee.

9. SURETY BOND
(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

10. ASSIGNMENT, ENCUMBERING OR SUBLETTING
(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee.

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) give prior written notice to Lessor.

(2) provide the name and complete business organization and
operational structure of the proposed assignee, sublessee, secured third party or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable.

(3) provide the terms and conditions of the proposed assignment, sublease, or encumbrancing or other transfer;

(4) provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the lease premises; and

(5) provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party’s financial strength and reliability; their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(c) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(9) Lessor’s mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee’s use, possession or operation of its activities on the Lease Premises, except as to any hazardous wastes, substances or materials as defined in federal law or local law, regulation, or ordinance manufactured, generated used, placed disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

11. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

(1) Lessee’s failure to make any payment of rental, royalty, or other consideration as required under this Lease.

(2) Lessee’s failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease.

(3) Lessee’s vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term.

(4) Lessee’s failure to obtain and maintain all necessary governmental permits or other entitlements.

(5) Lessee’s failure to comply with all applicable provisions of federal, state or local law regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law.

(6) Lessee’s failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease.

(7) Lessee’s failure to comply with applicable provisions of federal, state or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee’s failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by Lessee when such failure shall continue for a period of thirty (30) days after Lessor’s giving written notice; however, if the nature of Lessee’s default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Remedies

In the event of a default or breach by Lessee and Lessee’s failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

(1) Re-enter the Lease Premises, remove all persons and property and repossess and enjoy such premises.

(2) Terminate this Lease and Lessee’s right of possession of the Lease Premises. Such termination shall be effective upon Lessor’s giving written notice and upon receipt of such notice Lessee shall immediately surrender possession of the Lease Premises to Lessor.

(3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration, as it becomes due without terminating Lessee’s right of possession regardless of whether Lessee shall have abandoned the Lease Premises.

(4) Exercise any other right or remedy which Lessor may have at law or equity.

12. RESTORATION OF LEASE PREMISES

EXHIBIT A-41

Form SI.15 (Rev. 11/91)
(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessee free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All plans for and subsequent removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days after the expiration or sooner termination of this Lease or after compliance with paragraph 12(d), whichever is the lesser.

(d) In removing any or all the improvements Lessee shall be required to obtain any permits or other governmental approvals as may then be required by lawful authority.

(e) Lessor may at any time during the lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law regulation or ordinance.

13. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail to or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recitation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

14. HOLDING-OVER

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of this Lease, except that the annual rental then in effect shall be increased by twenty five percent (25%).

15. ADDITIONAL PROVISIONS

(a) Waiver

(1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes

This Lease may be terminated and its term, covenants and conditions amended, revised or supplemented only by mutual written agreement of the parties.

(f) Successors

The terms, covenants and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) Captions

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

(i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.
STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE P.R.C. NO. 7769

This lease shall only become effective when approved by the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Premises upon the terms and conditions contained herein or a reservation of the Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to lessor to lease the Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE

[Signature]

Asst. Vice President and General Manager
Real Estate

ACKNOWLEDGEMENT

This Lease was authorized by the California State Lands Commission on

(Date)

(Month Day Year)

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: [Signature]

Title: [Title]

Date: [Date]

Chief, Division of
Land Management

EXHIBIT A-43
Form 51.15 (Rev. 11/91)
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Francisco

On August 3, 1994 before me, Joseph F. Jubilado, Notary Public

personally appeared M. W. Casey

[X] personally known to me - OR - [ ]

proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature of Notary]

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

[ ] INDIVIDUAL
[ ] CORPORATE

[ ] PARTNER(S)
[ ] LIMITED
[ ] GENERAL

[ ] ATTORNEY-IN-FACT
[ ] TRUSTEE(S)
[ ] GUARDIAN/CONSERVATOR
[ ] OTHER

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE
STATE OF CALIFORNIA
STATE LANDS COMMISSION

STATE LEASE ASSIGNMENT, ACCEPTANCE AND APPROVAL

The undersigned, ASSIGNOR, SOUTHERN PACIFIC TRANSPORTATION COMPANY, whose address is One Market Plaza, Suite 912, San Francisco, California, 94105, hereby assigns to SAN MATEO COUNTY TRANSIT DISTRICT, all its right, title and interest under State Lease P.R.C. 7776.9, which lease was authorized by the State Lands Commission on August 3, 1994, and executed August 16, 1994, for a period of 49 years commencing on August 1, 1994.

ATTEST
SECRETARY

Vice Chairman

The undersigned, ASSIGNEE, SAN MATEO COUNTY TRANSIT DISTRICT, whose address is 1250 San Carlos Avenue, San Carlos, California 94070-1306, hereby accepts the assignment of State Lease P.R.C. 7776.9 and agrees to perform the conditions, covenants and agreements therein contained on the part of the Lessee to be kept and performed and in the manner therein provided, and further to be bound by the terms of said lease to the same extent as if such Assignee were the original Lessee, any conditions in the assignment agreement to the contrary, notwithstanding.

General Manager
Attorney

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned State Lands Commission of the State of California, acting by and through its Chief, Division of Land Management, hereby consents and approves, effective November 15, 1994, the herein assignment by and between Southern Pacific Transportation Company and San Mateo County Transit District of State Lease P.R.C. 7776.1.

Such consent: 1) is conditioned on consummation of the pending purchase by Assignee of the Dumbarton Rail Corridor from Assignor; and 2) is made upon the express condition that Assignee shall be bound by the terms of said lease to the same extent as if such Assignee were the original Lessee, any conditions in the assignment agreement to the contrary, notwithstanding.

DATED This 30th day of December, 1994.

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: Chief, Division of Land Management

All Signatures Must Be Acknowledged

EXHIBIT A-45
State of California
County of San Francisco

On November 7, 1994, before me, Barbara J. Slade, Notary Public,
personally appeared Robert F. Stareel and T. F. O'Neill

☑ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are
subscribed to the within instrument and ac-
knowledged to me that he/she/they executed
the same in his/her/their authorized
capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s),
or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Barbara J. Slade

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S)
☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Mateo
On 11-7-94 before me, personally appeared

A personally known to me - OR - □ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL NOTARY SEAL
P. J. Pickens
Notary Public — California
SAN MATEO COUNTY
My Comm. Expires MAR 28, 1995

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

□ INDIVIDUAL
□ CORPORATE OFFICER

□ PARTNER(S)
□ LIMITED
□ GENERAL

□ ATTORNEY-IN-FACT
□ TRUSTEE(S)
□ GUARDIAN/CONSERVATOR
□ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

DESCRIPTION OF ATTACHED DOCUMENT

STATE LEASE ASSIGNMENT
TITLE OR TYPE OF DOCUMENT

□ NUMBER OF PAGES
□ DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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EXHIBIT A-47
ASSIGNMENT AND ASSUMPTION AGREEMENT  
(Dumbarton Rail Bridge)  

This ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of the 7th day of November, 1994, between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("Assignor") and SAN MATEO COUNTY TRANSIT DISTRICT, a public agency ("Assignee").  

Recitals  

A. Assignor, the Peninsular Corridor Joint Powers Board, a joint powers agency created under California law ("JPB") and Assignee entered into a Purchase, Sale and Option Agreement dated November 22, 1991, as amended by the First Amendment to Purchase, Sale and Option Agreement dated December 4, 1991, the Second Amendment to Purchase, Sale and Option Agreement dated September 9, 1992, the Third Amendment to Purchase, Sale and Option Agreement dated December 1, 1992, the Fourth Amendment to Purchase, Sale and Option Agreement dated March 2, 1994, the Fifth Amendment to Purchase, Sale and Option Agreement dated June 21, 1994, and the Sixth Amendment to Purchase, Sale and Option Agreement of even date herewith (collectively, the "Purchase Agreement") pursuant to which Assignor agreed to convey to the JPB certain property, including without limitation the option property referred to in the Purchase Agreement as the Dumbarton Branch in San Mateo and Alameda Counties, California (the "Option Property").  

B. Pursuant to the Real Property Ownership Agreement dated December 23, 1991 the JPB assigned all of its right, title and interest in and to the right to purchase the Option Property, pursuant to the Purchase Agreement, to Assignee and Assignee assumed and agreed to be bound by the terms, conditions and obligations of the Purchase Agreement as the same affects the Option Property.  

C. In connection with Assignor's use and operation of the Dumbarton Rail Bridge (the "Bridge") on the Option Property, Assignor and the State of California acting by and through the State Lands Commission entered into a Lease, dated effective as of August 3, 1994 (the "Bridge Lease").  

D. Pursuant to Section 1.1(f) of the Purchase Agreement, Assignor is to assign to Assignee all of Assignor's right and interest in property rights not specifically identified in the Purchase Agreement relating primarily to the Option Property.
**Agreement**

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

1. Subject to the Permitted Exceptions (as defined in the Purchase Agreement) and the terms, conditions and reservations set forth herein and in the Trackage Rights Agreement (as defined below), Assignor hereby assigns all of its right, title and interest in and to the Bridge Lease and Assignee hereby accepts such assignment on such terms, conditions and reservations as contained therein which affect the Option Property and use of the Bridge.

2. Assignee hereby agrees to be bound by the terms of the Bridge Lease and assumes and agrees to perform Assignor’s obligations attributable to or arising under the Bridge Lease from and after the date hereof, subject to the provisions of the Trackage Rights Agreement (as defined below).

3. To the extent Assignor has such rights under the Bridge Lease, Assignor hereby excepts from the rights hereby conveyed and reserves unto itself, its successors and assigns, and Assignee hereby grants to Assignor, its successors and assigns, the following:

   (i) a perpetual, nonexclusive easement (the “Fiber Optics Easement”) five feet in width (the “Fiber Optics Easement Property”) (located 2.5 feet on either side of the centerline of the existing fiber optic communications facilities, the general location of which shall be verified for Assignee by certified as-built drawings provided by Assignor and by markers located on the Bridge), together with necessary rights of access for the easement purposes authorized hereunder, in, on, over and across the Bridge within five feet of each side of the centerline of the Fiber Optics Easement Property. Assignor and its lessees, sublessees, licensees, successors and assigns shall have the right in, on, under, over and across the Fiber Optics Easement Property:

   (a) to own, reconstruct, maintain, repair, operate, use, relocate and/or remove existing fiber optic communication systems, lines and facilities consisting of all existing fiber optic facilities, and the existing communications facilities installed by Western Union Telegraph Company and all rights related thereto as set forth in the Other Agreements (as defined in the Purchase Agreement) (collectively, the “Existing Fiber Optics Improvements”),
provided that any such relocation or reconstruction shall be constructed underground if reasonably practicable and subject to the terms and conditions set forth in subparagraphs (c)-(f) below; and

(b) to own, construct, reconstruct, maintain, repair, operate, use, relocate and/or remove future fiber optic communications systems, lines and facilities and all rights related thereto (collectively, "Future Fiber Optics Improvements"), provided that such Future Fiber Optics Improvements shall be constructed or owned by Assignor or by Southern Pacific Telecommunications Company ("SP Telecom"), shall be constructed underground and within existing duct structures whenever reasonably practicable, and in such a manner so as not to materially interfere with Assignee's commuter rail passenger service, and shall be subject to the terms and conditions set forth in paragraphs (c)-(f) below.

(c) any modifications to the Existing Fiber Optics Improvements and all Future Fiber Optics Improvements (collectively, "Fiber Optics Improvements") shall be constructed, operated and maintained in accordance with plans, specifications and procedures approved by Assignee, in its reasonable discretion, in advance of construction, operation and maintenance and shall be constructed, operated and maintained in good and workerlike manner in accordance with all requirements of any governmental agency having jurisdiction thereover and at no cost or expense to Assignee. Assignee shall not unreasonably withhold or delay its approval of any plans, specifications and procedures submitted by Assignor. Any disapproval shall specify the reasons therefor in reasonable detail. Assignee covenants that it will not construct any improvements on the Bridge within five feet on each side of the centerline of the Fiber Optics Easement property in such a manner as to materially interfere with Assignor's use of the Fiber Optics Easement for the purposes authorized hereunder.

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

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

(d) Notwithstanding the provisions of the Trackage Rights Agreement (as defined below), Assignee, its designated contractors, lessees, sublessees, licensees, agents, employees, successors or assigns shall have no liability to Assignor, its designated contractors, lessees, sublessees, licensees, agents, employees, successors or assigns for any claim, liability, loss or damage to person or property suffered by any such person or entity arising out of, or in connection with the Existing Fiber Optic Improvements and/or the Future Fiber Optic Improvements and/or Assignor’s exercise of its rights under this Fiber Optics Easement on or under the Bridge, unless such claim, liability, loss or damage is the result of the negligence or willful misconduct of Assignee, its designated contractors, lessees, sublessees, licensees, agents, employees, successors or assigns. In no case shall Assignee, its designated contractors, lessees, sublessees, licensees, agents, employees, successors or
assigns be liable to Assignor, its designated contractors, lessees, sublessees, licensees, agents, employees, successors or assigns for consequential, special, indirect or incidental damages even if Assignee, its designated contractors, lessees, sublessees, licensees, agents, employees, successors or assigns are or have been advised of the possibility of the same.

(e) Prior to exercising any rights to construct additional Fiber Optics Improvements, Assignor shall obtain or extend at its sole expense general liability insurance naming Assignee, its directors, officers, agents, employees, successors and assigns as an additional insured with respect to and to the extent of the exercise of such rights and upon such terms and in such amounts as are reasonable and customary and issued by companies reasonably approved by Assignee. Assignee shall be furnished with a certificate of each policy required to be provided by Assignor.

(f) If Assignee reasonably desires to have any communications improvements relocated in order to utilize any portion of the Fiber Optics Easement Property for rail passenger commuter service, including without limitation, grade separations, electrification of the system, or other improvements, Assignee shall notify Assignor or SP Telecom (whichever owns such fiber optic facilities) of such desire in writing, specifying in reasonable detail (i) the nature and extent of the proposed use; (ii) the legal description of the portion of the Fiber Optics Easement Property on which relocation of communication improvements is being requested; (iii) the date upon which Assignee desires the relocation of such communication improvements to be completed; (iv) the legal description of a proposed alternate easement (the "Alternative Easement") that will provide Assignor the ability to maintain continuous communications and/or utility connections, as applicable, across the land which are not substantially less convenient than is provided by the existing easement, and the portion of the land to be encumbered by the Alternative Easement (the "Alternative Easement Property"); (v) evidence establishing that Assignee has the legal right to convey the Alternative Easement to Assignor over the Alternative Easement Property; (vi) a draft instrument in form and substance reasonably satisfactory to Assignor granting the Alternative Easement to Assignor over the Alternative Easement Property; and (vii) a copy of the latest plans and specifications for the project proposed by Assignee which requires such relocation of the communications improvements.

Within four months after receiving the notice and documents specified above, Assignor or SP Telecom shall relocate any communications improvements located on the specified portion of the Fiber Optics Easement Property owned
by it to the Alternative Easement Property, and shall quitclaim to Assignee all of its right, title and interest in the portion of the Fiber Optics Easement Property from which such communications improvements have been relocated.

Any relocation requested by Assignee necessitated by Assignee's use of the Bridge for passenger commuter rail service, including without limitation, grade separations, electrification of the system, or other improvements, shall be made at Assignor's sole cost and expense; provided, that Assignor's obligation for costs and expenses with respect to the relocation of fiber optic facilities installed after the date hereof shall be limited to one relocation at Assignee's request per any one location. Assignor shall not be responsible for the cost and expense of relocations requested by Assignee, whether affecting the same portion of the Fiber Optics Easement Property or a different portion, unrelated to Assignee's use of the Option Property or the Bridge for commuter rail passenger service. Notwithstanding the foregoing, until such time as Assignee may exercise its option under section 3.7 of the Purchase Agreement, Assignor shall remain liable for any and all relocation costs for which Assignor would otherwise be liable under the terms of the existing agreements between Assignor and the communications companies, regardless of the number of times such relocation obligations are incurred.

(g) The easement reserved in subsection (a) herein shall allow Assignor to honor its grant and fulfill its other obligations and exercise its rights under all existing agreements for such facilities. All communications improvements presently existing on or hereafter constructed on the Fiber Optics Easement property shall remain the personal property of the Assignor or the communications company to which they belong. Assignor shall be entitled to all revenues and consideration derived from all current and future agreements, to which Assignor is a party, affecting the Fiber Optics Easement Property, subject to Assignee's rights under section 3.7 of the Purchase Agreement.

(ii) a perpetual, exclusive easement (the "Railroad Easement") in, on, under, over and through the Option Property, including the Bridge, in which areas Assignor and its lessees, sublessees, licensees, successors and assigns shall have the right, in accordance with the terms of the Trackage Rights Agreement (as defined below) between the parties, to construct, reconstruct, maintain, repair, operate, use, relocate and/or remove existing and/or future railroad, rail and railroad-related equipment, facilities, and transportation systems necessary for and related to Assignor's freight rail operations and intercity passenger operations. Assignor shall use this easement for freight rail operations.
and intercity passenger operations only, and Assignee is prohibited from using all or any portion of the Option Property or the Bridge for freight rail operations or intercity passenger operations.

Assignor shall be entitled to all revenues derived from all current and future agreements to which Assignor is a party affecting freight rail operations or intercity passenger operations.

Assignor may assign this Railroad Easement, in whole or in part, without the consent of Assignee, to any successor or affiliate of Assignor, or to any other Class I railroad. Assignor may also assign this Railroad Easement, in whole or in part, with the consent of Assignee (which shall not be unreasonably withheld), to any other person and to any operator who is financially responsible and has a management team with a demonstrated record of reliable and safe railroad maintenance and operating experience.

Assignor’s use of this Railroad Easement shall be governed by the terms of the Trackage Rights Agreement (as defined below) covering the Option Property.

Upon Assignor’s abandonment of this easement over any portion of the Option Property, this Railroad Easement shall terminate automatically as to the portion of the Option Property so abandoned. For purposes of this paragraph 3(ii), Assignor’s abandonment of this easement shall be deemed to occur on the date that is the effective date of an order by which the Interstate Commerce Commission grants authority for Assignor to abandon all of its rail services on a rail line, or any portion thereof, located on the Option Property or, with respect to any rail line or portion thereof over which the ICC has no jurisdiction or authority, the date on which the parties agree, in the exercise of good faith, that Assignor has no further need to use such line for freight rail operations and intercity passenger operations.

4. Assignor and Assignee have or will enter into the Trackage Rights Agreement—Dumbarton Branch Line (the “Trackage Rights Agreement”). The provisions of the Trackage Rights Agreement are hereby incorporated into this Assignment and Assumption Agreement as though fully set forth herein and shall control as to all rights and obligations of Assignor and Assignee.

5. A copy of all notices relating to the Bridge Lease, whether sent or received by either party hereto, shall be provided to the other party. Any notice of a default under the Lease received by Assignee shall be forwarded to Assignor no later than 10 days after Assignee’s receipt thereof and
Assignor shall have the right (but not the obligation) to cure any such default in the event Assignee shall fail or refuse to do so. If any such notice of default is delivered to Assignor, Assignor shall forward such notice to Assignee no later than 10 days after Assignor’s receipt thereof.

6. All notices provided for hereunder shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if personally delivered, or (ii) upon receipt, if mailed to the party to whom notice is to be given by first class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To Assignor:
Southern Pacific Transportation Company
One Market Plaza
San Francisco, California 94105
Attention: Robert F. Starzel

To Assignee:
San Mateo County Transit District
1250 San Carlos Avenue
San Carlos, California 94070-1306
Attention: Gerald T. Haugh

7. Assignee may not assign its rights or delegate its duties under this Agreement without the prior written consent of Assignor. Notwithstanding the foregoing, Assignee may assign this Agreement in whole or in part (a) to the JPB or to any one or more of the JPB’s member entities, (b) to the Peninsula Rail District, (c) to the State of California Department of Transportation or (d) to any existing or to be formed public, quasi-public or non-profit entity, formed or authorized to own the Option Property or the Bridge, if within 10 days after such assignment, such assignee executes and delivers to Assignor a written instrument assuming all of Assignee’s obligations hereunder.

8. This Assignment and Assumption Agreement shall be binding upon and inure to benefit of the successors and assigns of the parties hereto and shall be governed by California law.

9. This Assignment and Assumption Agreement supplants that certain Assignment of the Bridge Lease between Assignor and Assignee of even date herewith in the form provided and required by the California State Lands Commission.
EXECUTED as of the date first set forth above.

ASSIGNOR:

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation

By: [Signature]
Title: [Title]

ASSIGNEE:

SAN MATEO COUNTY TRANSIT DISTRICT, a public agency

By: [Signature]
Title: [Title]

By: [Signature]
Title: [Title]

APPROVED AS TO FORM:

[Signature]
Attorney
EXHIBIT B
Proposed Project

This Exhibit B contains a preliminary description of Developer's current vision for development of the Property. It is anticipated that the project description will be modified and refined, and that additional detail will be provided during the term of the Agreement in accordance with the terms thereof.

Preliminary Program and Project Description

The Dumbarton Transportation Corridor is proposed as a multimodal transportation program consisting of enhanced bus service, a rebuilt rail corridor between Redwood City and the Tri-cities area (Newark-Fremont-Union City) through the Dumbarton Corridor, as well as complementary bicycle and pedestrian facilities. The conceptual map included as part of this Exhibit B show alignments and improvements which are currently being considered as part of the DTC Program. The rebuilt rail line is intended to connect to the existing Rail Network in Northern California, to provide new rail transit and regional services between the East Bay, the Peninsula and the San Joaquin River Valley. In addition to the transportation improvements, the DTC Program is expected to support and facilitate transit oriented development at each station site, including a mix of uses appropriate to each site.

The Project is currently intended to encompass those portions of the DTC Program which are to be constructed on the Property, as may be further agreed between the parties during the Negotiating Period.

Proposed Public Benefits

The DTC Program and the Project will provide significant public benefits including: improved mobility and travel mode alternatives; economic development benefits including contracting opportunities for small and disadvantaged businesses and jobs for workers in communities surrounding the Property; increased housing options through new commute options and transit oriented development; reduction in share of single occupancy vehicle trips resulting in congestion, parking and air quality improvements; and, reduction in greenhouse gas emissions.

The Dumbarton Transportation Corridor improvements are designed to significantly enhance multimodal mobility for local and regional travelers between the East Bay and Mid-Peninsula including San Mateo and Santa Clara Counties by:

- Offering a faster, more reliable, safe, comfortable, higher frequency service to current riders as well as to a substantial number of new transit riders.
- Providing regional connectivity to regional transit including BART, ACE, Capital Corridor, Caltrain, AC Transit, local bus networks as well as private bus shuttles
- Improving person throughput and commute times through implementation of high capacity transit programs and services
The rebuilt Dumbarton Transportation Corridor is proposed to be developed as a "Program" that would embrace multiple transportation options that are environmentally friendly, such as: rail; alternative fuel express buses; bicycle; and pedestrian access.

This multimodal Program would connect Silicon Valley with the East Bay. Each proposed station may provide opportunities for Transit-Oriented Development (TOD) defined as housing, complementary retail, commercial and office space that would enable Bay Area residents to live and work nearby.

The convenience and accessibility of an inter-connected network of multimodal public transportation is expected to attract new riders from private autos, reduce traffic on the project area's roadway system and contribute to environmental benefits such as reduction in noise and air pollution. Reconstruction of the Dumbarton Rail Bridge is a critical aspect of this multimodal Program. It would facilitate substantial additional transit capacity across the San Francisco Bay, providing alternative transportation options for residents of the East Bay who travel to employment centers throughout the Peninsula.

**Preliminary Implementation Plan**

Enhanced bus improvements are proposed as early congestion relief while construction of the rail transit infrastructure is underway. These enhanced bus services would complement the rail operations by providing additional capacity and supplementing off-peak operations. The rail improvements would provide increased capacity across the San Francisco Bay, and integrate with Caltrain (Redwood City) and potentially with ACE/Capitol Corridor (Fremont Centerville) and BART services (through extensions to the Project which may occur outside of the Property). The following improvements are proposed.

**Enhanced Bus (Pre-Rail):**
- Transit signal priority/queue-jumps at select intersections, improved passenger loading facilities at Ardenwood Park'n'Ride and identification of additional shared-use Park'n'Ride locations;
- Temporary Park’n’Ride facility at proposed Newark Rail Station location; and
- Bus lane, Bus-on-shoulder (BOS) and median busway improvements at select locations selected in conjunction with facility owners.

**Rail:**
- Redwood City Station – Caltrain/Dumbarton Rail Junction
  - New electrified single-track dedicated for passenger Dumbarton Rail trains, at-grade and parallel to the existing Caltrain double tracks; and
  - Station in Redwood City, connecting with Caltrain.

- Caltrain/Dumbarton Rail Junction – Newark Station
  - New electrified double-track dedicated for passenger services, at-grade alignment within the Dumbarton Rail right-of-way (ROW);
  - New station in Menlo Park-Willow Road; and
- Rebuilt Dumbarton Rail Bridge.

- Key Features:
  - 3 stations (Redwood City – Menlo Park/Willow Rd. – Newark/East Bay Terminal);
  - Anticipated top operating speed: 75 mph – 90 mph;
  - Rail service frequency to be determined based on through further study of ridership and system operating characteristics;
  - Maintenance Facility and Rolling Stock Storage Yard in the Newark Area; and
  - Rolling Stock as required to meet operating plan.
## EXHIBIT C
### Milestone Schedule

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Responsible Party</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engage consultant(s) for environmental review and associated technical studies</td>
<td>Developer (with consent of District)</td>
<td>Effective Date (“ED”) + 1 month</td>
</tr>
<tr>
<td>Consultation with neighboring cities and other local governmental authorities with an interest in the Proposed Project</td>
<td>District and Developer</td>
<td>ED + 2 months</td>
</tr>
<tr>
<td>Confirm Lead Agency for environmental review process</td>
<td>District</td>
<td>ED + 3 months</td>
</tr>
<tr>
<td>Initiate environmental review process under CEQA and NEPA.</td>
<td>District</td>
<td>ED + 3 months</td>
</tr>
<tr>
<td>Update to Proposed Project Description(s) (note this may include multiple alternatives for environmental review)</td>
<td>Developer (with consent of District)</td>
<td>ED + 5 months</td>
</tr>
<tr>
<td>Develop term sheet for Disposition Agreement(s)</td>
<td>Developer (with input and agreement from District)</td>
<td>ED + 5 months</td>
</tr>
<tr>
<td>Consultation with State Lands Commission; confirm approach for resolution of key issues re lease of Dumbarton Rail Bridge</td>
<td>District and Developer</td>
<td>ED +6 months</td>
</tr>
<tr>
<td>Circulate Draft EIR for public comment</td>
<td>District</td>
<td>ED + 12 months</td>
</tr>
<tr>
<td>Develop draft form of Disposition Agreement(s)</td>
<td>Developer (with input and agreement from District)</td>
<td>ED + 12 months</td>
</tr>
<tr>
<td>Develop and present technical feasibility memo and operating plan</td>
<td>Developer</td>
<td>ED + 12 months</td>
</tr>
<tr>
<td>Develop and present draft financing plan for the Proposed Project</td>
<td>Developer</td>
<td>ED + 15 months</td>
</tr>
<tr>
<td>Certify Final EIR</td>
<td>District</td>
<td>ED + 18 months</td>
</tr>
</tbody>
</table>
EXHIBIT D
Right of Entry

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (this “Agreement”) is made effective as of July ___, 2018 (the “Effective Date”), by and between the San Mateo County Transit District (the “District”) and Cross Bay Transit Partners, a Delaware Limited Liability Company (“Developer”).

RECITALS

A. The parties have entered into that certain Exclusive Negotiation Agreement (the “ENA”) regarding the real property commonly referred to as the “Dumbarton Rail Corridor” and more particularly described in Exhibit 1, attached hereto (the “Property”). Capitalized terms not otherwise described herein shall have the same meaning as set forth in the ENA.

B. By entering into this Agreement, the parties desire to provide Developer with a right of entry onto the Property to perform due diligence investigations regarding the Property, the Project and the Disposition Agreement.

AGREEMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Right of Entry. The District hereby grants to Developer, and its advisors and representatives, a right to enter the Property during the Negotiation Period. Such right of entry shall be subject to the terms of this Agreement. Developer, at its sole cost and expense, may conduct any and all inspections, tests and studies related to the Property and the Project that Developer deems appropriate in connection with the proposed Project, including, but not limited to, (a) an inspection of the physical and environmental condition of the Property and (b) discussions with third parties (including governmental/regulatory staff and officials and stakeholders) regarding the Property and the Project.

2. Notice. Developer shall provide the District with two (2) business days’ prior notice of any entry upon the Property pursuant to this Agreement. Notices shall be provided pursuant to the notice provisions of the ENA.

3. Insurance. Prior to any entry upon the Property, Developer shall provide the District with evidence satisfactory to the District that Developer has obtained the following insurance coverage: (a) commercial general liability and property damage insurance with coverage limits of not less than Three Million Dollars ($3,000,000.00) per occurrence and Five Million Dollars ($5,000,000.00) in the aggregate for bodily injury and property damage in any combination of primary and excess insurance which will cover the activities of Developer on the Property and shall name the District as an additional insured thereunder; (b) workers’
compensation and employer’s liability insurance in accordance with the provisions of California law; and (c) automobile liability insurance, with limits of not less than $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate for bodily injury and property damage. If Developer’s proposed inspection involves invasive testing related to hazardous substances, the District may reasonably require additional insurance coverages related to such.

4. **District Representative.** The District may have a representative present during any Developer inspections.

5. **Invasive Testing.** If Developer desires to do any invasive testing on the Property, Developer shall do so only after notifying the District and obtaining the District’s prior written consent thereto, which consent may be subject to any terms and conditions reasonably imposed by the District.

6. **Liens: Repair.** Developer shall keep the Property free and clear of any liens arising out of Developer’s entry onto or inspection of the Property. Promptly following any entry upon the Property, Developer shall restore the Property to the substantially the condition which existed prior to such entry; provided, however, Developer shall not be responsible for repairing damage attributable to Developer’s non-negligent exacerbation of any pre-existing conditions on the Property or the acts or omissions of the District, its agents, invitees, representatives, employees, contractors, subcontractors or consultants.

7. **Indemnification.** Developer agrees to protect, indemnify, defend and hold the District, board members, officers, employees and agents (the “Indemnitees”) harmless from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys’ fees incurred as a result of such claims or in enforcing this indemnity provision), damages or injuries to the extent arising out of or resulting from Developer’s inspection of the Property; provided, however, that Developer shall have no responsibility or liability for any of the following: (a) any pre-existing conditions with respect to the Property or the non-negligent exacerbation of any pre-existing conditions on the Property or (b) any damage caused by the acts or omissions of the Indemnitees.

8. **Permits and Approvals; Compliance with Laws.** Developer shall, at its own cost and expense, shall (a) obtain all permits and governmental approvals related to Developer’s entry upon the Property and (b) comply with all laws, ordinances, rules and regulations applicable to the Property.

9. **Modifications.** This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

10. **Entire Agreement.** This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.
11. **Counterparts.** This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. In addition, this Agreement may be executed by electronic signature or facsimile which will be deemed an original.

12. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially and adversely affect the benefits accruing to any party hereunder.

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State in California.

14. **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to take effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

15. **Attorneys' Fees.** If any party commences litigation to enforce the terms of this Agreement, the prevailing party in such litigation shall be entitled to recover its costs and fees incurred in such action, including reasonable attorneys' fees.

[Signatures on Next Page]
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

“DISTRICT”
SAN MATEO COUNTY TRANSIT DISTRICT

By: ___________________________________________________________________
   Jim Hartnett, General Manager/CEO

Approved as to form and legality:

By: ___________________________________________________________________
   Joan L. Cassman, Legal Counsel

“DEVELOPER”
Cross Bay Transit Partners, a Delaware limited liability company

By: ___________________________________________________________________
   Name: ___________________________________________________________________
   Its: ___________________________________________________________________

By: ___________________________________________________________________
   Name: ___________________________________________________________________
   Its: ___________________________________________________________________