

(Execution Copy)

SOUTH SAN FRANCISCO AGREEMENT

THIS SOUTH SAN FRANCISCO AGREEMENT is made this 1st day of May, 2017, between the **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (“UP”) and the **PENINSULA CORRIDOR JOINT POWERS BOARD**, a joint powers agency organized under California law (“JPB”).

RECITALS:

A. The JPB is the owner of real property in the peninsula rail corridor between San Francisco (JPB Milepost 0.00) and CP Lick (JPB Milepost 50.94) (“Corridor”). JPB operates commuter rail service, known as Caltrain, in the Corridor.

B. UP holds exclusive easements for common carrier freight operations in the Corridor, as memorialized in the Grant and Quitclaim Deeds that were recorded on December 27, 1991, in the Official Records of San Mateo County as documents 91171427 and 91171428, respectively, as well as exclusive rights to operate intercity passenger service in the Corridor.

C. The parties’ respective rights and obligations with respect to the Corridor are governed by and memorialized in that certain Trackage Rights Agreement – Peninsula Main Line and Santa Clara/Lick Line, dated December 20, 1991 (“TRA”).

D. The JPB is proposing a project for the reconfiguration of its South San Francisco passenger station, as depicted on Exhibit A to this agreement (“SSF Station”), in order to enhance safety by, among other things, removing the hold-out rule requiring trains to pause while trains operating in the opposite direction unload their passengers, as well as to improve east-west passenger connectivity at the Station (“SSF Passenger Project”). More particularly, pursuant to the SSF Passenger Project, (1) the existing hold-out style center boarding platforms will be replaced by a new non-hold-out center boarding platform accessed by a pedestrian underpass and a controlled at-grade crossing, (2) UP’s freight rail yard facilities will be situated exclusively east of the main line tracks, and (3) a new shuttle pick-up/drop off area, east and west pedestrian underpasses and a new plaza will be constructed.

E. The initial design plans for the SSF Passenger Project included the demolition of designated freight trackage west of the main line tracks and the construction of approximately forty-two hundred (4200) linear feet of UP exclusive freight trackage both east and west of the main line tracks, within UP’s South San Francisco freight yard to replace the demolished tracks.

F. In light of JPB’s design plans for the SSF Passenger Project, UP has proposed that the aforementioned forty-two hundred (4200) linear feet of freight trackage be constructed

outside of the SSF Station, at another location on the Corridor, to provide UP with an exclusive freight interchange track of equivalent length ("Interchange Track").

G. The parties have discussed locating and constructing the Interchange Track on UP's property at Newhall Yard, as generally depicted in JPB's drawing set forth in Exhibit B, in lieu of constructing such track at the South San Francisco freight yard.

H. The parties have negotiated and executed a term sheet for a transaction that involves the establishment or transfer of certain rights and responsibilities between the parties in connection with the Corridor, together with certain related commitments as more specifically set forth in the term sheet, dated December 5, 2016 ("Term Sheet"), including JPB's commitment to pay for the design and construction of the Interchange Track on property at Newhall Yard, as reflected on Exhibit B.

I. The parties have agreed that planning, permitting, development, construction and completion of the Interchange Track will be paid for by JPB in consideration of the removal of that work from the SSF Passenger Project work scope and in consideration of UP's agreement to designate any new trackage installed west of the main line tracks at the SSF Station as "Exclusive Commute Trackage," as that term is defined in the TRA, coupled with UP's being relieved of all responsibility for maintenance of that area.

J. In order to realize the objectives of the SSF Passenger Project, it will be necessary for the JPB to remove UP's existing team track and loading dock in the South San Francisco freight yard. Through the Term Sheet, JPB committed to compensate UP for loss of those assets.

K. The parties now desire to set forth their understanding and agreement with respect to the SSF Passenger Project on the terms and conditions as set forth below.

AGREEMENT

Now, therefore, the parties agree as follows:

SECTION 1. APPROVAL OF THE SSF PASSENGER PROJECT.

UP hereby manifests its approval of the JPB's design of the SSF Passenger Project and consents to the JPB proceeding with construction of that project as reflected on Exhibit A, in consideration of and conditioned on JPB's commitments in this agreement, and also with the understanding that among the benefits to be derived from construction of the SSF Passenger Project is an enhancement of public safety associated with both passenger and freight rail operations through the SSF Station area.

SECTION 2. INTERCHANGE TRACK.

2.1 Planning, Design and Permitting of Interchange Track. UP will perform all planning, design and permitting of the Interchange Track ("Pre-Construction Work") at JPB's sole cost, subject to the following conditions: (i) UP will provide JPB with UP's design of the Interchange Track at the 30%, 60% and 90% design thresholds, (ii) UP will meet with JPB at each of those stages to discuss the design and project schedule, and (iii) UP will consider

comments and recommendations of JPB pertaining to design and construction of the Interchange Track aimed at maximizing construction efficiency and minimizing costs. The parties will agree to a project schedule for Pre-Construction Work that will prescribe a start date and estimated completion date. The schedule may be changed from time to time as circumstances dictate, with concurrence of both parties, which concurrence will not be unreasonably withheld or delayed. Pre-Construction Work may be performed directly by UP or by UP contractors.

2.2 Responsibility and Coordination for Construction of Interchange Track.

2.2.1 Construction of Grading, Drainage and Subballast. Upon completion of the 90% design, UP will provide JPB the 90% design, project schedule and cost estimates available at that time, including cost estimates for any construction of grading, drainage and subballast related to the Interchange Track (“Civil Construction Work”). Within 30 days of UP’s having provided this information, JPB will elect whether to perform the Civil Construction Work itself. Regardless of JPB’s election, all Civil Construction Work will be performed at JPB’s sole cost and performed in accordance with UP’s standards and protocols that apply to such work.

2.2.2 Construction of Interchange Track, Ties and Switches. At JPB’s sole cost, UP will perform all construction of track, ties and switches for the Interchange Track (“Track Construction Work”) in accordance with UP’s requirements and protocols that apply to such work.

2.2.3 Coordination of Construction Work and Construction Schedule. The parties agree to coordinate with each other on the Track Construction Work and Civil Construction Work, respectively. The parties will agree to a construction schedule for the Interchange Track that will prescribe a start date and estimated completion date. The schedule may be changed from time to time as circumstances dictate, with concurrence of both parties, which concurrence will not be unreasonably withheld or delayed.

2.2.4 Coordination with Adjacent Property Owners. The parties further agree that if planning, design or construction of the Interchange Track requires coordination with, or approval from, adjacent property owners, the parties jointly will approach those entities and seek their concurrence with the Interchange Track planning, design or construction.

2.3 **Ownership and Maintenance of Interchange Track.** UP will own and maintain the Interchange Track. JPB will have no ownership or control of the Interchange Track and will have no obligation to maintain the Interchange Track.

2.4 Costs of Interchange Track.

2.4.1 Reimbursement of Costs. JPB will reimburse UP for all Costs related to performance of Pre-Construction Work, Track Construction Work and Civil Construction Work (collectively, “Project Work”), to the extent carried out by UP or UP’s contractors. For purposes of this agreement, “Costs” means all actual costs and expenses incurred by UP or a UP contractor in the performance of any of the Project Work, and all costs and expenses of labor, travel, lodging, meals, supplies, and materials incurred for or in connection with UP’s performance of the Project Work, including delivery charges and UP’s additives (which include direct and indirect labor additives and overhead). Additives are subject to periodic adjustments

by UP, in its sole discretion upon written notice to JPB and without requiring an amendment to this agreement, consistent with UP's federally audited labor additive rates for all direct and indirect overhead labor costs. For purposes of this agreement, actual costs for materials provided by UP will be UP's then-current unit charge-out price at the time of installation plus applicable additives. JPB will not use federal funds to pay for Project Work.

2.4.2 Invoices. UP will bill JPB on a time and material basis. Invoices will contain JPB's contract number, the date of the invoice, and the applicable billing period. UP will submit all invoices to JPB, in a form reasonably acceptable to JPB, setting forth in detail the labor, overhead, materials and other charges incurred. UP will submit invoices no more frequently than once per month in arrears to JPB at this address:

Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
P.O. Box 3006
San Carlos, CA 94070-1306
Attn: Accounts Payable

2.4.3 Payment of Invoices. JPB will remit payment to UP by check via U.S. mail or by Automated Clearing House within thirty (30) days of the date of an invoice. UP has previously completed a Vendor/Payment Setup Form to facilitate payment of its invoices. If JPB disputes an invoice, JPB will pay UP any undisputed amount within thirty (30) days of the date of the invoice and within thirty (30) days of the date of the invoice notify UP in writing of any disputed amounts and request supporting documentation to verify the accuracy of the disputed parts of the invoice. The parties will work together in good faith to promptly resolve any invoice disputes. JPB will thereafter pay UP any remaining portions of the invoice within thirty (30) days of receipt of documentation adequate to justify the disputed expenditures.

SECTION 3. PAYMENT FOR LOSS OF TEAM TRACK AND LOADING DOCK.

As part of the SSF Passenger Project, JPB will remove UP's existing team track and loading dock, and JPB will pay to UP the sum of Two Million Dollars (\$2,000,000) to compensate UP for the loss of those assets ("Loss Compensation"); provided, however, that UP may waive the requirement that JPB remove the team track and loading dock (without waiving JPB's obligation to pay Loss Compensation) in the event a third party agrees with UP to remove the team track and loading dock, and such waiver may be accomplished by written notice from UP to JPB, without need for a separate amendment to this agreement. JPB will provide at least ninety (90) days written notice to UP prior to JPB's taking out-of-service any of the existing team track or loading dock in the South San Francisco freight yard. Concurrent with providing such notice, JPB will pay UP, by check or electronic transfer, the Loss Compensation. In connection with payment to UP, to ensure the payment is properly credited and allocated, JPB will request a "PID No." from UP for the Loss Compensation, which JPB must reference when it makes payment by check or electronic transfer. To pay by wire transfer, JPB must provide the following information to its financial institution to ensure proper electronic transfer of funds:

Bank: Bank of America
ABA Routing: 0260-0959-3
Account No.: 3752021457
A/C Name: Union Pacific Railroad Miscellaneous Receivables
OBI: BS259-0040 for PID No. _____

To pay by check, JPB must make the check payable to UNION PACIFIC RAILROAD COMPANY, include reference to the PID No., and forward to the following address:

Union Pacific Railroad Company
12567 Collection Center Drive
Chicago, IL 60693

Once JPB has paid the Loss Compensation to UP, JPB will be relieved of any further obligation to compensate UP for relocation of the team track and loading dock, and UP will have no obligation to pay back to JPB any portion of the Loss Compensation in any circumstance. Federal funds will not be used to pay the Loss Compensation.

SECTION 4. COSTS OF SSF PASSENGER PROJECT.

All costs incurred in connection with the development and completion of the SSF Passenger Station Project, including costs of design work, permitting, preparation of plans and specifications for, and construction and oversight of the project, will be the sole responsibility of the JPB, and all work on the SSF Passenger Project will be undertaken by the JPB, subject to the understanding that JPB will obtain the exclusive right to use for its purposes those portions of the existing freight rail yard facility situated west of the main line at the SSF Station, and JPB will assume sole responsibility for future maintenance of those facilities.

SECTION 5. PROTECTING FREIGHT OPERATIONS FROM SSF PASSENGER PROJECT.

5.1 Non-Impairment of Freight or Passenger Service on Corridor. Work on the SSF Passenger Station Project may not unreasonably delay or impair freight or passenger service on the Corridor. Any planned interruption of freight service must be proposed to UP at least 30 days in advance, and will be subject to UP's review and approval, which approval will not be unreasonably withheld. In addition, in connection with any work on the SSF Passenger Station Project, JPB will implement measures necessary to ensure safety and to minimize operational impacts to UP and any other rail carrier.

5.2 Coordination with UP on Project Schedule for SSF Passenger Station Project. The parties will agree to a project schedule for the SSF Passenger Station Project that will prescribe a start date and estimated completion date. JPB will coordinate with UP on the project schedule as follows: (i) JPB will provide UP with a detailed project schedule that shows the proposed phasing of each stage of work and proposed track outages, if any, (ii) JPB will meet with UP discuss the final design and project schedule, and (iii) JPB will reasonably incorporate comments and recommendations of UP into the final design and overall project schedule aimed at minimizing operational impacts to UP and any other rail carrier. The schedule may be

changed from time to time as circumstances dictate, provided that JPB will communicate and coordinate with UP accordingly as provided for in Section 5.3, and further provided that UP's concurrence, which will not be unreasonably withheld, will be required for any schedule change related to or in connection with a proposed track outage.

5.3 Coordination with UP on Construction of SSF Passenger Station Project. To avoid unreasonable delay or impairment of freight, at least 60 days before project construction begins, JPB and its contractors, in consultation with UP, will develop and agree to a communications and coordination protocol ("Protocol") that is reasonably acceptable to UP. The Protocol will require, at a minimum, that (i) JPB provide UP with construction schedules and construction plans on a weekly basis, including a three-week look-ahead for scheduled activities, (ii) UP will have the right to review and comment on such schedules and construction plans, (iii) UP may designate a representative who will participate in weekly meetings with JPB concerning the progress of construction and scheduled activities, and (iv) JPB will reimburse UP for any actual costs incurred by UP in connection with this Section 5.3.

5.4 JPB's Reservation of Rights. It is understood and agreed that, subject to the foregoing Sections 5.1 through 5.3, JPB reserves the right to determine SSF Passenger Station Project construction methodologies intended to promote cost savings and scheduling efficiencies with the understanding that the SSF Passenger Project construction contracts and plans will at all times accommodate freight and passenger railroad operations.

5.5 Agreement to Compensate UP if Freight Operations Are Impaired. In the event circumstances arise during and as a result of the SSF Passenger Station Project that preclude freight railroad operations through the SSF Passenger Station Project area, JPB will pay full compensation to UP for any adverse economic impacts to UP from the SSF Passenger Station Project.

SECTION 6. RELINQUISHMENT OF USE AT SSF STATION.

Upon JPB's complete performance of its obligations under this agreement, UP agrees that any preexisting, as well as newly installed, trackage west of the main line tracks at the SSF Station will be deemed to be "Exclusive Commute Trackage," as that phrase is defined in the TRA, and that UP thereupon will be relieved of all responsibility for the cost of maintenance of that area.

SECTION 7. LIABILITY AND INDEMNITY.

7.1 JPB's Indemnity. JPB will indemnify and save harmless UP, its agents, directors, officers, and employees against all liability, claims, demands, damages, or costs for (a) death of or bodily injury to persons including, without limitation, the agents, directors, officers, and employees of the parties hereto, (b) damage to or loss of property including, without limitation, the property of the parties hereto, their agents, directors, officers, employees and invitees, or (c) any other loss, damage or expense and all fines or penalties imposed upon or assessed against UP, and all expenses of investigating and defending against the same, arising in any manner out of (i) the use, occupancy or presence of JPB, its contractors, subcontractors, employees, representatives, invitees or agents in, on, or about the SSF Passenger Project, (ii) the

performance, or failure to perform by JPB, its contractors, subcontractors, employees, agents or representatives, their work or any obligation under this agreement, and/ or (iii) the sole or contributing acts or omissions of JPB, its contractors, subcontractors, employees, representatives, invitees or agents in, on, or about the SSF Passenger Project. Nothing contained in this Section is intended to, nor will be deemed or construed to, indemnify UP from its sole negligence or willful misconduct, or that of its agents, servants or independent contractors who are directly responsible to it.

7.2 UP's Indemnity. UP will indemnify and save harmless JPB, its agents, directors, officers, and employees against all liability, claims, demands, damages, or costs for (a) death of or bodily injury to persons including, without limitation, the agents, directors, officers, and employees of the parties hereto, (b) damage to or loss of property including, without limitation, the property of the parties hereto, their agents, directors, officers, employees and invitees, or (c) any other loss, damage or expense and all fines or penalties imposed upon or assessed against JPB, and all expenses of investigating and defending against the same, arising in any manner out of (i) the use, occupancy or presence of UP, its contractors, subcontractors, employees, representatives, invitees or agents in, on, or about the Interchange Track project, (ii) the performance, or failure to perform by UP, its contractors, subcontractors, employees, agents or representatives, their work or any obligation under this agreement, and/or (iii) the sole or contributing acts or omissions of UP, its contractors, subcontractors, employees, representatives, invitees or agents in, on, or about the Interchange Track project. Nothing contained in this Section is intended to, nor will be deemed or construed to, indemnify JPB from its sole negligence or willful misconduct, or that of its agents, servants or independent contractors who are directly responsible to it.

SECTION 8. PRIORITY OF AGREEMENTS.

If there are conflicts between this agreement and the terms of any prior agreement, including but not limited to the Term Sheet, the terms of this agreement will prevail.

SECTION 9. ADDITIONAL PROVISIONS.

9.1 Governing Law. Except on subjects preempted by federal law, this agreement will be governed by and construed in accordance with the laws of the State of California. Nothing herein is meant to be or will be interpreted to be a waiver of principles of legal preemption or preclusion that may apply to UP or JPB because of their status as common carriers regulated by the federal government.

9.2 Attorneys' Fees. In the event of any litigation involving the parties to enforce any provision of this agreement, to enforce any remedy available upon default under this agreement, or to seek a declaration of the rights of either party under this agreement, the prevailing party will be entitled to recover from the other party such attorneys' fees and costs (including the costs of experts and consultants) as may be reasonably incurred. The provisions of this Section will survive the entry of any judgment, and will not merge, or be deemed to have merged, into any judgment.

9.3 Severability. If any provision of this agreement, or the application of a provision to any person, place, or circumstance, is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, such provision will be enforced to the maximum extent possible so as to effect the intent of the parties; or, if incapable of such enforcement or unable to achieve the intent of the parties, will be deemed to be deleted, and the remainder of this agreement and such provisions as applied to other persons, places, and circumstances will remain in full force and effect. In such an event, the parties agree to negotiate an amendment to replace or modify any invalid or illegal or unenforceable provision and related provisions with valid, legal, and enforceable provisions that most closely and reasonably approximate the intent and economic effect of the invalid, illegal, or unenforceable provision.

9.4 Interpretation. The section and paragraph headings in this agreement are for convenience only and will not be used for any purpose in the interpretation of this agreement. When the context requires, the plural will include the singular and the singular the plural. References to agreements or contracts are to such agreement or contract as may be amended, restated, or otherwise modified from time to time. The words “include,” “includes,” and “including” are used without limitation and are deemed to be followed by the phrase “without limitation.” Notwithstanding specific references to “good faith,” the duty of good faith and fair dealing applies generally with respect to this agreement, except where the context requires otherwise.

9.5 Amendments. This agreement may only be modified or changed by written amendment signed by authorized representatives of the parties.

9.6 Relationship of the Parties. Each party is and will at all times be and remain independent from the other party and will not be deemed an agent, fiduciary, partner, joint-venturer, employee, or employer of the other party. Nothing contained herein will have the effect of creating a trust, joint venture, partnership, or employment relationship between the parties. Neither party has any right or power to obligate or bind the other party in any manner whatsoever.

9.7 Assignment. Except as provided in this Section, this agreement and any rights and obligations created by it may not be assigned in whole or in part by either party without the prior written consent of the other party. This agreement may be assigned by a party without the prior written consent of the other party only (a) as a result of a merger or corporate reorganization, consolidation, change of control, or sale of substantially all of its assets; (b) to an affiliate of the assigning party, where the term “affiliate” means a corporation, partnership, or other entity controlled, controlling, or under common control with the assigning party; or (c) with respect to any public entity, the transfer of the responsibilities, duties, authority, rights, and obligations of such public entity to another public entity to which such responsibilities, duties, authority, rights, and obligations have been transferred by operation of law. In the event of an assignment, this agreement will be binding upon and inure to the benefit of each of the transferees, successors, and assigns.

9.8 Waivers. Any waiver, modification, consent, or acquiescence with respect to any provision of this agreement must be set forth in writing and duly executed by or on behalf of the

party to be bound by it. No waiver by either party of any breach will be deemed a waiver of any other or subsequent breach.

9.9 Force Majeure. Each party will be temporarily excused from the performance of certain of its obligations under this agreement, except obligations involving indemnification and the payment of money to the other party, during the time when nonperformance of such obligations is caused by a Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" means court orders directed at JPB in litigation not initiated by JPB or the State of California; court orders directed at UP in litigation not initiated by UP; acts of terrorism; vandalism; riots; insurrection or war; picket lines, strikes, or lockouts by third parties providing labor, material, or services under contract to a party; derailments; wrecks or freight embargoes; inability to procure critical materials; unforeseen catastrophic railroad emergencies anywhere within the UP system; accidents; and earthquake, flood, cloudburst, tornado, or other phenomena of nature beyond the power of a party reasonably to foresee or to make preparation in defense against. In all cases, the party asserting a Force Majeure Event as the basis for temporary excuse from performance must, as soon as practicable after learning of the conditions related to the Force Majeure Event, provide written notice of the Force Majeure Event to the other party. The notice must explain the nature of the Force Majeure Event, what obligations in this agreement it affects, the date the Force Majeure Event arose, and an estimate of how long the Force Majeure Event will interfere with the noticing party's ability to perform the affected obligations. The party claiming an excuse from performance under this agreement must take reasonable actions to minimize and mitigate the impact of the Force Majeure Event and promptly resume full performance of the affected obligations upon recovery from or cessation of the Force Majeure Event.

9.10 Notices. Any communication, notice, or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

UP: Union Pacific Railroad Company
Attn: Clint Schelbitzki
General Director Business & Network Development
10031 Foothills Blvd.
Roseville, CA 95747
Telephone: (916) 789-6360

With a copy to:

David M. Pickett
Law Department
Union Pacific Railroad Company
10031 Foothills Blvd.
Roseville, CA 95747
Telephone: (916) 789-6400

JPB: Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
P.O. Box 3006
San Carlos, CA 94070-1306
Attn: Executive Director

With a copy to:

Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
Attn.: Joan L. Cassman

Without requiring an amendment to this agreement, either party may change its address for notice by written notice given to the other party in the manner provided in this Section. Any such communication, notice, or demand will be deemed to have been duly given or served on the date personally served, if by personal service; three (3) days after being placed in the U.S. Mail, if mailed; or one (1) day after being delivered to an overnight delivery service, if sent by overnight delivery.

9.11 No Third Party Beneficiaries. This agreement is for the exclusive benefit of the parties to it and not for the benefit of any third party.

9.12 Authority and Binding Effect. Each individual executing this agreement affirms that he or she has the capacity set forth on the signature pages and has full power and authority to execute this agreement and, through his or her execution, bind the party on whose behalf he or she is executing the agreement.

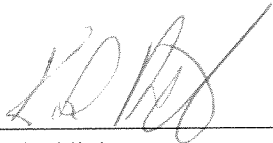
9.13 Counterparts. This agreement may be signed in counterparts, each of which will be deemed an original but all of which will together constitute one and the same instrument.

[Signatures on next page.]

The parties have executed this agreement as of the Effective Date.

UNION PACIFIC RAILROAD COMPANY

**PENINSULA CORRIDOR JOINT
POWERS BOARD**

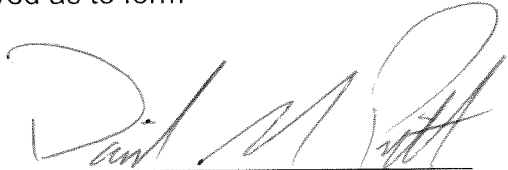
By: 

Kevin Hicks
AVP Engineering – Design
Union Pacific Railroad Company

By: _____
Jim Hartnett
Executive Director
Peninsula Corridor Joint Powers Board

Approved as to form

Approved as to form

By: 

David M. Pickett
Senior General Attorney
Union Pacific Railroad Company

By: _____
Joan Cassman
General Counsel

The parties have executed this agreement effective as of the date first written above.

UNION PACIFIC RAILROAD COMPANY

PENINSULA CORRIDOR JOINT POWERS BOARD

By: Thomas C. Haley
Thomas C. Haley
Vice President
Network Planning & Operations
Union Pacific Railroad Company

By: _____
Jim Hartnett
Chief Executive Officer
Peninsula Corridor Joint Powers Board

Approved as to form:

Approved as to form:

By: David M. Pickett
David M. Pickett
Senior General Attorney
Union Pacific Railroad Company

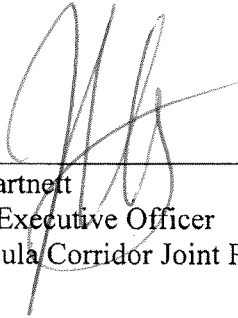
By: _____
Joan L. Cassman
General Counsel

The parties have executed this agreement effective as of the date first written above.

UNION PACIFIC RAILROAD COMPANY

PENINSULA CORRIDOR JOINT POWERS BOARD

By: _____
Thomas C. Haley
Vice President
Network Planning & Operations
Union Pacific Railroad Company

By: _____

Jim Hartnett
Chief Executive Officer
Peninsula Corridor Joint Powers Board

Approved as to form:

Approved as to form:

By: _____
David M. Pickett
Senior General Attorney
Union Pacific Railroad Company

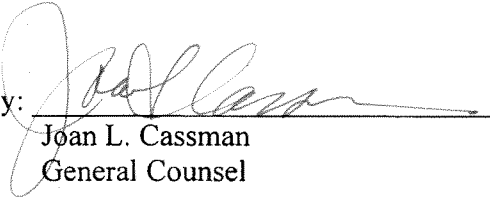
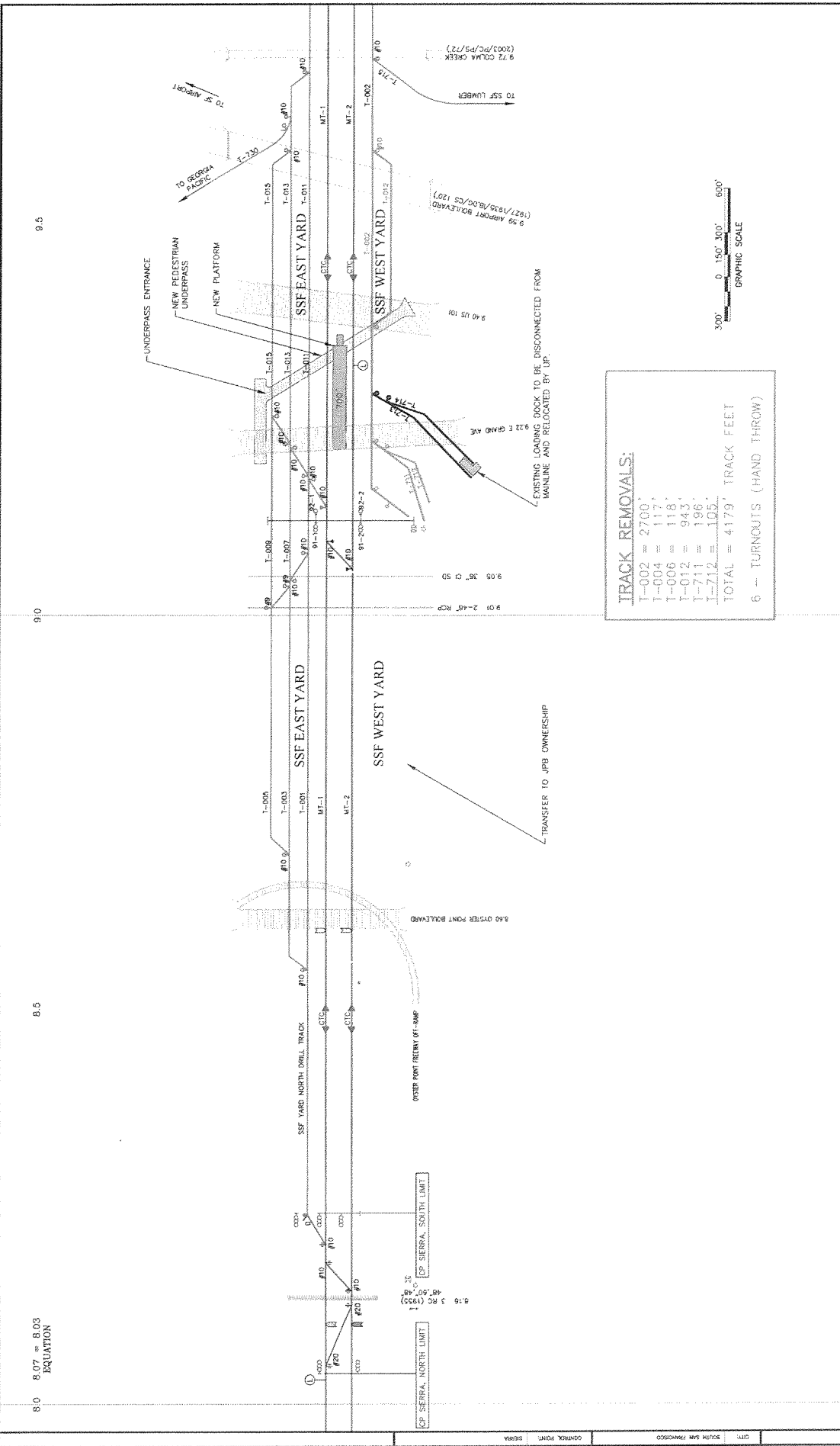
By: _____

Joan L. Cassman
General Counsel

EXHIBIT A
TO
SOUTH SAN FRANCISCO AGREEMENT



TRACK REMOVALS:
 T-002 = 2700'
 T-004 = 117'
 T-006 = 118'
 T-012 = 943'
 T-711 = 186'
 T-712 = 105'
TOTAL = 4179' TRACK FEET
 6 - TURNOUTS (HAND THROW)

DATE: 11/01/2016		DRAWN: C. KILLAM		CHECKED: C. KILLAM		IN CHARGE: C. KILLAM		DATE: 11/01/2016	
PROJECT: PENNSULA CORRIDOR JOINT POWERS BOARD		SHEET: 8 OF 8.7		SCALE: 1" = 300'		CONTRACT NO: 812-01-007		REV: 001	
SOUTH SAN FRANCISCO YARD		SSF YARD		CALTRAIN		3200 SAN CARLOS AVENUE		SAN FRANCISCO, CA 94134	
PROPOSED MODIFICATIONS		APPROVED: _____		DATE: _____		BY: _____		FOR: _____	
DATE	BY	APP	DESCRIPTION	DATE	BY	APP	DESCRIPTION	DATE	BY

DATE: 11/01/2016
 TIME: 10:00 AM
 PROJECT: PENNSULA CORRIDOR JOINT POWERS BOARD
 SHEET: 8 OF 8.7
 SCALE: 1" = 300'

EXHIBIT B
TO
SOUTH SAN FRANCISCO AGREEMENT

