EXHIBIT A-11

SAN DIEGO LINE SALE

ORANGE COUNTY

NOT TO SCALE

NOTE:
AREA TO BE CONVEYED
ADJOINING LINE SALE

SEE EXHIBIT NO. A-10

MP 204.00

MP 204.28

MP 204.33

MP 206.22

MP 206.87

MP 207.22

END SAN DIEGO (ORANGE CO.) LINE SALE
MP 207.41

SAN DIEGO (SAN DIEGO CO.)
LINE SALE
SEE EXHIBIT NO. A-1

SEE MISC. SALES
SAN ONOFRE STATION GROUNDS

SAN CLEM

PACIFIC OCEAN

STATE PARK

SAN DIEGO COUNTY
ORANGE COUNTY

T.8 S. R.7 W.
T.9 S. R.7 W.

Orig. No. CECL-230-12303

THE A.T. & S.F. RY. CO.
Right Of Way and Track Map
Los Angeles Divn. Fourth Subdiv.
M.P. 204 TO M.P. 208
CHIEF ENGINEER'S OFFICE - CHICAGO, IL.

C.E. 3104

Revised _____

AT 184965.01

51504

See Contracts
185411
184933

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Orange County Transportation Authority
1055 North Main Street
Santa Ana, California 92701
Attention: Adrienne Brooks

MAIL TAX STATEMENTS TO:

Orange County Transportation Authority
1055 North Main Street
Santa Ana, California 92701
Attention: Adrienne Brooks

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

(San Diego Subdivision (Orange County))

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

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation ("Grantor"), hereby sells, transfers, grants and conveys to ORANGE COUNTY TRANSPORTATION AUTHORITY, a governmental agency organized under the laws of the State of California ("Grantee"), all of Grantor's right, title and interest in and to (a) the land located in the County of Orange, State of California, as more particularly described in Exhibit A attached hereto (the "Land"); (b) all structures and other improvements on the Land, including all railroad tracks and related facilities (including rail and fastenings, switches and frogs, bumpers, ties, ballast, signaling devices and roadbed), and all structures and other improvements necessary for the use or support of any such railroad tracks or related facilities (including bridges, tunnels, culverts, grading, embankments, dikes, pavements and drainage facilities) (collectively, the "Improvements"); (c) all fixtures that Grantor owns and uses in the operation and maintenance of the Land and the Improvements; and (d) all appurtenances to the foregoing property (the Land, the Improvements, such fixtures and such

appurtenances being referred to herein collectively as the "Property"), subject only to the following permitted exceptions:

(i) any lien for real property taxes and assessments that are not yet due and payable, or for which collection has been enjoined (and with respect to which Grantor has the right to challenge, and Grantor shall protect, defend, indemnify and hold Grantee harmless from and against any and all liability, loss, damage, cost, expense and liens that have arisen or arise or relate to any such taxes accruing prior to the closing of the sale of the Property);

(ii) liens or encumbrances arising out of any activity of Grantee with respect to the Property;

(iii) the Shared Use Agreement;

(iv) any leases and licenses to the extent that the same do not and will not materially interfere with (A) Grantee's use of the portion of the Property which is used for Agency Rail Service or (B) the use for residential, industrial or commercial property of the portion of the Property which is not used for Agency Rail Service;

(v) with respect to the portion of the Property which is used for Agency Rail Service, any other non-monetary encumbrance, limitation or exception that does not materially interfere with Grantee's use of the Property for Agency Rail Service;

(vi) with respect to the portion of the Property which is not used for Agency Rail Service, any other non-monetary encumbrance, limitation or exception that does not materially interfere with the use of the Property for residential, industrial or commercial property, whichever use the respective purchasing Agency intends to make of the specific property;

(vii) the following permits or agreements to be retained by Grantor: (A) Rail Freight Service contracts and permits, (B) permits and agreements for any environmental remediation to be undertaken by Grantor, (C) rights and obligations under any and all joint facility agreements and other agreements pertaining to the portion of the Property which is used for Agency Rail Service, but only to the extent such rights and obligations relate to Rail Freight Service, and (D) all industry track agreements; provided that such permits and agreements do not and will not materially interfere with (x) Grantee's use of the portion of the Property which is used for Agency Rail Service or (y) the use for residential, industrial or commercial property of the portion of the Property which is not used for Agency Rail Service;

(viii) any covenant, condition or restriction contained in any instrument vesting title to any portion of the Property in Grantor which restricts the use of such portion to railroad purposes;

(ix) any encumbrance, limitation or exception resulting from the Property not having been divided in compliance with the Subdivision Map Act (California Government Code Section 66410 et seq.);

(x) materialmen's, mechanics' repairmen's, employees', contractors', operators', tax and other similar liens and charges arising pursuant to operations or work related to the Property or in the ordinary course of business incidental to the construction, maintenance or operation of the Property, but only to the extent that (A) if filed, they have not yet become due and payable, or payment is being withheld as provided by law, or (B) if their validity is being contested in good faith by appropriate action;

(xi) all applicable laws, rules, regulations or orders of any municipality or other governmental, statutory or public authority; and

(xii) any other exceptions to title approved by Grantee.

This Grant Deed is subject to the following reservations:

1. Reservation of Easement and License.

(a) Grantor hereby excepts from the foregoing conveyance and reserves unto Grantor, its successors and permitted assigns, a permanent (unless abandoned following effective approval or exemption by the ICC) easement over the surface of the portion of the Property described in Section 2 below, solely for the purpose of providing local rail freight service, which easement shall be the exclusive right to provide local rail freight service (the "Reserved Rail Freight Service Easement").

(b) Grantor also excepts from the foregoing conveyance and reserves unto Grantor, its successors and permitted assigns, a license (the "Reserved Rail Freight Service License") that permits in connection with the Reserved Rail Freight Service Easement any of Grantor's employees, agents or contractors or freight shippers or freight receivers (but only in connection with the loading, unloading or inspection of such shippers' or receivers' goods) to ingress and egress the Property.

(c) Grantor, and its successors and permitted assigns, shall have the right to use the Reserved Rail Freight Service Easement and the Reserved Rail Freight Service License without payment of any rental charge or other compensation for ownership interest to the owner of the ownership interest conveyed in the foregoing conveyance.

2. Description of Easement. The Reserved Rail Freight Service Easement shall have (i) a height of 26 feet from the top of the rail located on the Property, (ii) a length coterminous with the Property (except as set forth in Section 3), and (iii) a width consisting of a portion of the Property that encompasses (1) the land ten feet on either side of the centerline of all Tracks currently located on the Property and, upon completion of construction, any new or relocated Tracks on the Property that are mutually designated by Grantor and Grantee to be used for Rail Freight Service (except as set forth in Section 3(a)) and (2) the land covered by, and within three feet of, any Freight Rail Facilities currently located on the Property and, upon completion of construction, any new or relocated Freight Rail Facilities on the Property that are mutually designated by Grantor and Grantee to be used for Rail Freight Service.

3. Expansion and Contraction of Easement.

(a) If and when Grantee conveys to a party other than any other agency signatory to the Purchase Agreement, any real estate that is within 15 feet of the centerline of the Tracks, the width of the Reserved Rail Freight Service Easement shall be expanded automatically to 15 feet on one side of the centerline of Tracks where the expansion is necessary to permit efficient maintenance of that section of the Tracks.

(b) The Reserved Rail Freight Service Easement automatically shall contract upon removal of any Tracks or Freight Rail Facilities pursuant to the Shared Use Agreement or otherwise removed by or with the consent of Grantor, and automatically shall be relocated when any Tracks or Freight Rail Facilities are relocated pursuant to the Shared Use Agreement.

(c) Grantee shall have the right at no charge to construct or authorize new improvements on the Property limiting vertical clearance to below 26 feet, but no lower than 24 feet (measured from the top of the rail at the time such improvements are installed), with Grantor's prior written consent, which shall not be unreasonably withheld or delayed. If such new improvements limit vertical clearance to less than 26 feet (measured from the top of the rail at the time such improvements are installed), and if such clearance subsequently becomes inadequate to permit electrification of the Track, such retro-

fits, incremental catenary construction or such other measures as may be necessary, resulting from such limited vertical clearance, shall be at the cost of Grantee. In no event shall a reduction in vertical clearance caused by resurfacing subsequent to original construction be deemed to constitute a violation of any vertical height limitation. Grantee may install, without charge, below the 26 foot limit (but no lower than 24 feet from the top of the rail at the time such improvements are installed), the overhead electrical apparatus necessary for electrification of a Track, provided that such structures do not more than minimally interfere with Grantor's Quality Rail Freight Service on such Track.

(d) Grantee may construct and use for Agency Rail Service loading platforms at Passenger Station Sites on the portion of the Property burdened by the Reserved Rail Freight Service Easement, on the condition that such facilities comply with all standards of the California Public Utilities Commission and applicable Federal Railroad Administration regulations, and Grantor shall not have the right to require such construction to comply with standards more restrictive than applicable California Public Utilities Commission standards or applicable Federal Railroad Administration regulations.

4. Shared Use Agreement. Grantor and Grantee have entered into the Shared Use Agreement, the terms of which are incorporated by reference as if set forth in their entirety herein, with respect to the Property to govern their respective rights and obligations thereon.

5. No Obligation Regarding Encroachments. Grantee shall have no obligation to clear encroachments into the Reserved Rail Freight Service Easement that exist on the date hereof.

6. Loading and Unloading of Freight Cars. All loading and unloading of freight cars on the Property by Grantor and any Santa Fe Party shall be in compliance with all applicable federal, state, and local safety regulations, and subject only to the following additional restrictions:

(a) As to Tracks existing on the date of this Grant Deed, Grantor and the Santa Fe Parties shall load and unload freight cars only on Terminal Tracks, further provided:

(i) Loading and unloading of any boxcar on any such Track within 20 feet from any Track used for Agency Rail Service shall occur only on the side opposite of any Track used for Agency Rail Service.

(ii) Loading and unloading from any open top car or lumber car on any such Track shall occur only on a

Terminal Track located more than 20 feet from any Track used for Agency Rail Service.

(iii) Loading and unloading of Dangerous Materials Cars shall occur only at (1) any location which has been used to load, unload or store Dangerous Materials Cars between June 18, 1990 and June 18, 1992 (which locations are identified in Exhibit D to the Shared Use Agreement), provided however, that with respect to any such locations that are within 50 feet from any Track used for Agency Rail Service, or within 250 feet from any Passenger Station Site, if Grantee provides an alternative location reasonably acceptable to Grantor, then Grantor shall relocate such loading and unloading of Dangerous Materials Cars to the alternate location, or (2) any other Terminal Track existing on the date of this Grant Deed which is more than 50 feet from any Track used for Agency Rail Service and more than 250 feet from any Passenger Station Site, or (3) on other Tracks as mutually agreed between Grantor and Grantee. All loading and unloading of Dangerous Materials Cars shall be subject to Grantor's indemnification obligations set forth in Article 10 of the Shared Use Agreement.

(iv) Loading and unloading of intermodal cars shall be subject to the restrictions that (1) if side loaders are used for loading or unloading, such loading and unloading shall occur only on the side opposite of any Track used for Agency Rail Service, to the extent necessary to keep such loading or unloading operations at least 20 feet away from any Track used for Agency Rail Service, and (2) if an overhead crane is used for loading and unloading, such crane shall not be operated within 20 feet of any Track used for Agency Rail Service.

(v) Neither loading nor unloading of freight cars shall occur on the Property in a manner contrary to applicable law, or within 250 feet of any grade crossing where such activity would restrict sight distance at that crossing.

(vi) With respect to loading or unloading of any type of freight cars not referenced in subsection (i) through (iv) above, if Grantee discovers safety problems resulting from that loading or unloading, Grantor and Grantee agree to work together to explore resolutions to those problems.

(b) As to Tracks constructed after the date of this Grant Deed, Grantor and the Santa Fe Parties shall load and unload freight cars only on Terminal Tracks, further provided:

(i) Grantor and the Santa Fe Parties may not load or unload any boxcar, open top car or lumber car on any such Track that is located within 20 feet from any Track used for Agency Rail Service.

(ii) Grantor and the Santa Fe Parties may not unload into any pit or conveyor system, or load from any chute or conveyor system.

(iii) Grantor and the Santa Fe Parties shall not load or unload any Dangerous Materials Cars on the Property.

(iv) Grantor and the Santa Fe Parties shall not load or unload within 250 feet of any grade crossing where such activity would restrict sight distance at the crossing.

(v) Loading and unloading of intermodal cars shall be subject to the restrictions that (1) if side loaders are used for loading or unloading, such loading and unloading shall occur only on the side opposite of any Track used for Agency Rail Service, to the extent necessary to keep such loading or unloading operations at least 20 feet away from any Track used for Agency Rail Service, and (2) if an overhead crane is used for loading and unloading, such crane shall not be operated within 20 feet of any Track used for Agency Rail Service.

7. Storage of Freight Cars.

(a) As to Tracks existing on the date of this Grant Deed, storage of loaded and empty freight cars by Grantor and the Santa Fe Parties is restricted as follows:

(i) Storage of Dangerous Materials Cars shall occur only at (1) any location which has been used to load, unload or store Dangerous Materials Cars between June 18, 1990 and June 18, 1992 (which locations are identified in Exhibit D to the Shared Use Agreement), provided however, that with respect to any such locations that are within 50 feet from any Track used for Agency Rail Service, or within 250 feet from any Passenger Station Site, if Grantee provides an alternative location reasonably acceptable to Grantor, then Grantor shall relocate such storage of Dangerous Materials Cars to the alternate location, or (2) any other Track existing on the date of this Grant Deed which is more than 50 feet from any Track used for Agency Rail Service and more than 250 feet from any Passenger Station Site, or (3) on other Tracks as mutually agreed between Grantor and Grantee. All storage of Dangerous Materials Cars shall be subject to Grantor's indemnification obligations set forth in Article 10 of the Shared Use Agreement.

(ii) Grantor and the Santa Fe Parties shall comply, at their sole cost and expense, with all customary and appropriate safety and maintenance procedures (including, without limitation, derails).

(iii) Freight cars shall not be stored on the Property in a manner contrary to applicable law, or within 250 feet of any grade crossing where such activity would restrict sight distance at that crossing.

(b) As to Tracks constructed after the date of this Grant Deed, Grantor's storage of loaded and empty freight cars is restricted as follows:

(i) the restrictions set forth in Section 7 (a)(ii) and (iii) apply.

(ii) Grantor and the Santa Fe Parties may not store any Dangerous Materials Cars on such Tracks.

(c) If Grantee discovers that any storage of freight cars creates a hazard affecting Agency Rail Service, Grantor and Grantee agree to work together to reduce or eliminate such hazard in a manner acceptable to both parties.

8. Assignment By Grantor of Reserved Rail Freight Service Easement.

(a) Grantor shall have the right, without obtaining the consent of Grantee and without remaining liable under the Shared Use Agreement, to transfer or assign all of the Reserved Rail Freight Service Easement, Reserved Rail Freight Service License and all of its rights under this Reserved Rail Freight Service Easement, Reserved Rail Freight Service License and the Shared Use Agreement, to any party in connection with a merger, corporate reorganization or sale of all or substantially all of Grantor's assets, on the condition that the transferee assumes in writing, for the benefit of Grantee, all of Grantor's obligations under this Reserved Rail Freight Service Easement, Reserved Rail Freight Service License and the Shared Use Agreement with respect to the rights and of the Property transferred. Grantor also shall have the right, without obtaining the consent of Grantee and without remaining liable under the Shared Use Agreement, to sell all or a portion of the Reserved Rail Freight Service Easement or Reserved Rail Freight Service License to another Class I railroad on the condition that the transferee assumes in writing for the benefit of Grantee, all of Grantor's obligations under this Reserved Rail Freight Service Easement, Reserved Rail Freight Service License and the Shared Use Agreement. After a sale of all or substantially all of Grantor's assets, or the sale of all or a portion of the Reserved Rail Freight Service Easement or Reserved Rail Freight Service License to another Class I Railroad, Grantor shall be released from all liability under the Purchase Agreement and Shared Use Agreement with respect to the obligations so assumed, except liabilities relating to Sections 6.2, 6.3, 6.4, 7.9, 7.10, 8.1,

10.2, 10.3, 10.4, 10.5, and 10.6 of the Purchase Agreement, and Articles 8 and 10 of the Shared Use Agreement.

(b)(1) Grantor may transfer or assign to any party all or a portion of the Reserved Rail Freight Service Easement, Reserved Rail Freight Service License and/or all or a portion of its rights under the Shared Use Agreement, and may grant trackage rights to one or more other railroads over any portion of the Property which is subject to the Reserved Rail Freight Service Easement or Reserved Rail Freight Service License, except that if the sale or grant of trackage rights involves operating railroad facilities on the Property, such a sale of or grant of trackage rights to a non-railroad or a Class II railroad or Class III railroad shall be subject to the prior written consent of Grantee, which may not be unreasonably withheld or delayed. Such consent shall be based on (i) Grantee's reasonable judgment concerning the railroad operating experience of the transferee or its employees and the transferee's capability to conduct its freight operations in a manner that will not more than minimally interfere with the Agency Rail Service conducted in accordance with the provisions of the Shared Use Agreement, (ii) Grantee's reasonable judgment concerning the amount of maintenance liability allocated to the transferee and the ability of the transferee to pay for and/or perform such maintenance obligations under the Shared Use Agreement and to conduct rail freight operations in a safe manner, and (iii) Grantee's reasonable judgment concerning the ability of the transferee to obtain and maintain the insurance required to be maintained by Grantor pursuant to the Shared Use Agreement and otherwise to be responsible for any losses or damages for which Grantor would be responsible hereunder and under the Shared Use Agreement with respect to the portion of the Property encumbered by the Reserved Rail Freight Service Easement or Reserved Rail Freight Service License which is transferred or assigned or over which trackage rights were granted.

(2) Any such transfer or grant of trackage rights pursuant to Section 8(b)(1) above shall be on the condition that the transferee or trackage rights tenant assumes in writing, for the benefit of Grantee, all (or in the case of a trackage rights tenant, the applicable portions) of the obligations under this Reserved Rail Freight Service Easement, Reserved Rail Freight Service License and the Shared Use Agreement with respect to the portion of the Property encumbered by the Reserved Rail Freight Service Easement or Reserved Rail Freight Service License which is transferred or assigned or over which trackage rights were granted. After any such transfer (but not grant of trackage rights), Grantor shall be released from all liability under the Purchase Agreement and Shared Use Agreement with respect to the portion of the Property encumbered by the Reserved Rail Freight Service Agreement or rights transferred,

except liabilities relating to Sections 6.2, 6.3, 6.4, 7.9, 7.10, 8.1, 10.2, 10.3, 10.4, 10.5, and 10.6 of the Purchase Agreement, and Articles 8 and 10 of the Shared Use Agreement. Additionally, a grant of trackage rights over any portion of the Tracks shall be subject to the prior written consent of Grantee, which consent may not be unreasonably withheld or delayed, where (I) the trackage rights would add an operating railroad over any significant portion of the Tracks or (II) the trackage rights transferee is a non-railroad or a Class II or Class III railroad. Such consent of Grantee shall be based upon clauses (i), (ii), and (iii) of Subsection 8(b)(1) and, in addition, Grantee's reasonable judgment as to whether a new trackage rights operation likely would materially and adversely affect Agency Rail Service.

(3) Grantee shall have the right to meet with Grantor and such a proposed transferee prior to a transfer to discuss a proposed transfer and operations on the Property. Notwithstanding anything to the contrary herein, should Grantor sell or transfer (including by grant of trackage rights) all or any portion of its freight rights under the Reserved Rail Freight Service Easement or Reserved Rail Freight Service License to a Class II railroad or a Class III railroad or to a non-railroad, then upon the effective date of such sale or transfer, all Rail Freight Service shall be conducted only during the period after the evening Restricted Freight Period and before the morning Restricted Freight Period and all rights to operate or advance Santa Fe Trains during peak hours or during midday shall terminate with respect to such portion of the Property.

(c) To the extent practicable, and consistent with securities laws and regulations, Grantor shall give Grantee at least seven days' prior written notice of any sale or transfer of all or any significant portion of the Reserved Rail Freight Service Easement, Reserved Rail Freight Service License or its rights or obligations under the Shared Use Agreement.

(d) Except as set forth in this Section 8, Grantor shall have no right to assign or transfer its rights reserved under this Reserved Rail Freight Service Easement, this Reserved Rail Freight Service License or its rights under the Shared Use Agreement (including, without limitation, the transfer of trackage rights) without Grantee's prior written consent.

9. Sale of Property By Grantee. Grantee may sell, free of the Reserved Rail Freight Service Easement and Reserved Rail Freight Service License, any portion of the Excess Owned Subdivision Property, provided, however, that if Grantor reasonably believes that at that time or in the near future Grantor will need to expand the Reserved Rail Freight Service Easement, and Grantor delivers written notice thereof to Grantee (which notice describes with specificity the portion of the

Excess Owned Subdivision Property then or in the near future required for the Reserved Rail Freight Service Easement and the proposed use of such Excess Owned Subdivision Property), then Grantee shall not sell the portion of the Excess Owned Subdivision Property described in such notice for a period of six months from the receipt of such notice, unless the portion of the property described in such notice is sold subject to the Reserved Rail Freight Service Easement and Reserved Rail Freight Service License. Grantor may not send such a notice with respect to any given portion of the Excess Owned Subdivision Property more than once in any six month period. Six months after the receipt of such notice, unless another notice has been received, Grantee may sell such portion of the Excess Owned Subdivision Property free of the Reserved Rail Freight Service Easement and Reserved Rail Freight Service License. Grantor shall execute and deliver such quitclaim deeds as are requested by Grantee to evidence that the Excess Owned Subdivision Property is not subject to the Reserved Rail Freight Service Easement and Reserved Rail Freight Service License.

10. Property Taxes. Grantor (as between Grantor and Grantee) shall bear any property taxes or possessory interest taxes which are due and payable with respect to the Reserved Rail Freight Service Easement and/or Reserved Rail Freight Service License. Grantor shall pay any such taxes prior to delinquency and shall protect, defend, indemnify and hold Grantee, its successors and permitted assigns, harmless from and against any and all liability, loss, cost, damage or expense (including, without limitation, reasonable attorney's fees) that Grantee, its successors and permitted assigns, may sustain or incur on account of any such taxes.

11. Abandonment. In the event that the Property or any portion thereof has not been used for Rail Freight Service for a period of five years, at the request of Grantee, in circumstances where there is then no current need for future Rail Freight Service on that portion of the Property, Grantor shall seek promptly and pursue diligently at Grantor's cost and expense all regulatory and administrative approvals which are necessary for the abandonment of that portion of the Property. Immediately upon the effective date of such approvals, the Reserved Rail Freight Service Easement and the Reserved Rail Freight Service License shall terminate as to the Property or portion thereof which has been abandoned. Upon the request of Grantee, Grantor shall promptly execute and deliver to Grantee a quitclaim deed with respect to such portion of the Property in recordable form.

12. Reservation of Fiber Optics Easement. Grantor hereby excepts from the foregoing conveyance and reserves unto Grantor, its successors and permitted assigns, a permanent (unless terminated as provided herein), non-exclusive easement

over the portion of the Property more particularly described in Section 14 below, solely for the purpose of permitting Sprint Communications Company (together with its successors and permitted assigns, "Sprint") and MCI Telecommunications Corporation (together with its successors and permitted assigns, "MCI"), or any of their respective employees, agents, contractors, permitted assignees or permitted transferees to construct, maintain and operate, their respective fiber optics lines and other communication lines and related facilities ("Communications Improvements"), as such rights and interests have been granted to Sprint under the Telecommunications License Agreement dated as of June 25, 1990 (the "Sprint Agreement") and to MCI under the Master Right of Way Agreement dated as of November 17, 1992, (the "MCI Agreement") (such reserved easement herein called the "Reserved Fiber Optics Easement"). Except as provided in the Sprint Agreement and the MCI Agreement, Grantor shall have no right on the Property to (i) grant to Sprint, MCI or any other party any right to add any new or additional fiber optics lines or other communication lines to the existing lines on the Property, or (ii) allow Sprint, MCI or any other party otherwise to increase the capacity of their fiber optics lines or other communication lines on the Property. Grantor and its permitted lessees, licensees, transferees, successors and assignees shall have all rights to use the Reserved Fiber Optics Easement without payment of any rental charge or other compensation to the owner of the interest conveyed in the foregoing conveyance.

13. Reservation of Access License. Grantor further excepts from the foregoing conveyance and reserves unto Grantor, its successors and permitted assigns, a license that permits ingress and egress on, under, over and through the Property for any of its employees, agents or contractors to the extent necessary in connection with the Communication Improvements, and for the other purposes provided in the Sprint Agreement and/or the MCI Agreement (such reserved license herein called the "Easement Access License"). Grantor, Sprint, and MCI, and any of their respective employees, agents, contractors, successors and permitted assigns shall be referred to collectively as the "Easement Access Licensees." The Easement Access License shall be subject to the following conditions: (a) entry onto the Property and all activities conducted by the Easement Access Licensees pursuant to the Easement Access License shall be done at such times and in such manner as not to interfere in any material manner with (i) any portion of the Property which is used for Agency Rail Service, (ii) the Grantee's commercial, industrial or residential use, as the case may be, on any portion of the Property which is not used for Agency Rail Service or (iii) such activities of any person operating under the authority of Grantee, and (b) the Easement Access Licensees shall provide Grantee three (3) business days' prior written notice (except in

an emergency, in which case notice shall be reasonable) before (i) entry upon the Property by any of the Easement Access Licensees or by any necessary or incidental vehicles, work equipment, machinery and other movable structures for purposes related to the Reserved Fiber Optics Easement, or (ii) the commencement of any work on the Property, (c) the Easement Access Licensees shall comply with all reasonable rules and regulations promulgated by Grantee with respect to such entry onto the Property and such activities.

14. Description of Easement. The Reserved Fiber Optics Easement shall be of such length and width over such portions of the Property more particularly described in Exhibit B attached hereto. Grantee shall have the right to approve the location of Communications Improvements installed or relocated after the date hereof, which approval shall not be unreasonably delayed or withheld. All work in connection with such installation or relocation shall not materially interfere with (i) the construction, maintenance or operation on any portion of the Property which is used for Agency Rail Service, (ii) the Grantee's commercial, industrial or residential use, as the case may be, on any portion of the Property which is not used for Agency Rail Service or (iii) such activities of any person operating under the authority of Grantee. Grantee acknowledges, for itself and its successors and assigns, that it accepts title to the Property subject to the Sprint Agreement and/or the MCI Agreement, as the case may be. Grantor acknowledges that the Reserved Fiber Optics Easement pertains only to the rights and interests of Grantor and Sprint under the Sprint Agreement and Grantor and MCI under the MCI Agreement, and that all other rights and interests pertaining to fiber optics in, on or under the Property are transferred, conveyed, and assigned to Grantee by this instrument.

15. Location of Fiber Optics Lines and Communication Improvements. Grantor, Sprint, and/or MCI, as the case may be, shall install and maintain monuments or markers in form and size reasonably approved by Grantee marking the location of the Communications Improvements, changes in direction of such improvements, and on each side of grade crossings, at the sole cost and expense of Grantor, Sprint, and/or MCI, as the case may be.

16. Construction and Maintenance of Communications Improvements. From and after the date hereof, Communications Improvements shall be constructed, operated and maintained in accordance with plans, specifications and procedures approved by Grantee in its reasonable discretion, in advance of such construction, operation and maintenance, and shall be constructed, operated and maintained, at the sole cost and expense of Grantor, Sprint, and/or MCI, as the case may be, in

good and workmanlike manner in accordance with all requirements of any governmental agency having jurisdiction thereof. Grantee shall not unreasonably withhold or delay its approval of any plans, specifications and procedures by Sprint, MCI or Grantor, as the case may be. Any disapproval shall specify the reasons therefor in reasonable detail. All necessary permits for such construction, operation, and maintenance shall be obtained by Grantor, Sprint, or MCI, as the case may be, at such party's sole expense. Prior to exercising any rights to construct additional Communications Improvements, Grantor, Sprint, or MCI, as the case may be, shall obtain or extend at its sole expense general liability insurance or self insurance with comparable protection as general liability insurance naming Grantee as an additional insured with respect to, and to the extent of, such party's such rights, upon such terms and in such amounts as are reasonable and customary, and issued by companies reasonably approved by Grantee. Grantee shall be furnished with a certificate of each policy required to be provided by Grantor, Sprint, and/or MCI, as the case may be prior, to the commencement of any such construction, operation or maintenance.

17. Indemnification of Grantee. Access over, upon, to, from and across the Property pursuant to the Easement Access License and exercise of the Reserved Fiber Optics Easement shall be at the sole risk and expense of Grantor, Sprint and MCI, and their respective contractors, lessees, sublessees, licensees, agents, and employees. Notwithstanding any other agreement between Grantor and Grantee, Grantor shall hold harmless, indemnify and defend Grantee from and against (a) any claims or liability (including, without limitation, attorneys' fees and any claim by or liability to any materialman or contractor) arising out of or in connection with the exercise of the Reserved Fiber Optics Easement and/or the Easement Access License by Grantor, Sprint, and/or MCI, and their respective contractors, lessees, sublessees, licensees, agents, and employees and (b) any loss of or damage to the property of Grantee arising out of or in connection with exercise of the Reserved Fiber Optics Easement and/or the Easement Access License by Grantor, Sprint, and/or MCI, and their respective contractors, lessees, sublessees, licensees, agents, and employees, except for claims, liabilities, loss or damage caused by Grantee's negligence or willful misconduct.

18. Liability of Grantee. Grantee shall have no liability to Grantor, Sprint, and/or MCI, or their respective contractors, lessees, sublessees, licensees, agents, or employees, for (a) any claim by or liability to any such person or entity arising out of or in connection with the use of, or activities upon, the Property by Grantee or its contractors, lessees, sublessees, licensees, agents, or employees (including, without limitation, the construction, maintenance, or operation

of Agency Rail Service), or (b) any loss of or damage to the property of Grantor, Sprint, and/or MCI, or their respective contractors, lessees, sublessees, licensees, agents, or employees, including, without limitation, the Communications Improvements, arising out of or in connection with the use of, or activities upon, the Property by the Grantee or its contractors, lessees, sublessees, licensees, agents, or employees (including, without limitation, the construction, maintenance, or operation of Agency Rail Service), except in each case as such claim, liability, loss or damage is the result of the negligence or willful misconduct of Grantee, or its contractors, lessees, sublessees, licensees, agents, or employees. In no case shall Grantee or its contractors, lessees, sublessees, licensees, agents, or employees be liable to Grantor, Sprint, and/or MCI, or their respective contractors, lessees, sublessees, licensees, agents, or employees, for consequential, special, indirect or incidental damages, even if Grantee, its contractors, lessees, sublessees, licensees, agents, or employees, are or have been advised of the possibility of the same.

19. Relocation of Communications Improvements. At any time after the date hereof, if Grantee reasonably desires to have any Communications Improvements relocated in order to utilize any portion of the Property subject to the Reserved Fiber Optics Easement (the "Fiber Optics Easement Property") for (a) the operation of Agency Rail Service thereon, (b) a passenger terminal, or (c) parking to serve passenger rail customers, Grantee shall notify Grantor, Sprint, and/or MCI, as the case may be, of such desire in writing specifying in reasonable detail (1) the nature and extent of the proposed use, (2) the description of the portion of the Fiber Optics Easement Property on which relocation of Communications Improvements is being requested (which description may consist of a mark-up of an "as-built" map showing the location of the Communication Improvements), and (3) the date upon which Grantee desires the relocation of such Communications Improvements to be completed. Promptly after delivery of such notice, (A) Grantee shall deliver to Grantor, Sprint, and/or MCI, as the case may be, a copy of the latest plans and specifications for the project proposed by such Grantee which requires such relocation and (B) Grantee, Grantor and Sprint and/or MCI, as the case may be, mutually shall agree on the location of the proposed alternative easement (the "Alternative Easement") for the fiber optics lines (which shall provide for the ability to maintain continuous communications and/or utility connections, as applicable, across the Property which are not substantially less convenient than is provided by the existing Reserved Fiber Optics Easement). Grantor shall use commercially reasonable efforts to cause Sprint and/or MCI, as the case may be, to relocate, within four months after receiving the notice specified above, the Communications Improvements located on the specified portion of the Fiber Optics Easement

Property to the Alternative Easement. In connection therewith, Grantee shall grant to Grantor a license over that portion of the Property affected by the Alternative Easement (upon the same terms and conditions as for the existing Easement Access License) and Grantor shall quitclaim to Grantee all of its right, title and interest in the portion of the Reserved Fiber Optics Easement from which such improvements have been relocated. Any such relocation shall be at the cost and expense of Grantee except to the extent such cost shall be borne by Sprint and/or MCI, as the case may be, pursuant to the Sprint Agreement and the MCI Agreement, respectively; provided, however, on a one time basis after the initial installation of MCI's Communication Improvements, any such relocation shall be at the cost and expense of Grantor to the extent that such cost shall not be borne by MCI pursuant to the MCI Agreement.

20. Cooperation. Grantor agrees that upon the written request by Grantee, Grantor shall cooperate with Grantee and exercise Grantor's rights under the Sprint Agreement and/or the MCI Agreement (to the extent they relate to the Property) as requested by Grantee in a manner that reasonably accommodates Grantee's use of the Property for Agency Rail Service. Such exercise of Grantor's rights under the Sprint Agreement and/or the MCI Agreement shall include, without limitation, giving notices (as reasonably requested by Grantee) to Sprint under the Sprint Agreement and/or MCI under the MCI Agreement, including, without limitation, notices of requests to relocate the Reserved Fiber Optics Easement.

21. No Obligation Regarding Encroachments. Grantee shall have no obligation to clear encroachments into the Reserved Fiber Optics Easement that exist on the date hereof.

22. Assignment by Grantor of Reserved Fiber Optics Easement. Grantor shall have the right, without obtaining consent from Grantee and without remaining liable under the Shared Use Agreement, to transfer or assign all of the Reserved Fiber Optics Easement and Easement Access License to any party in connection with (a) a merger, corporate reorganization or sale of all or substantially all of Grantor's assets, provided that in connection with such merger, corporate reorganization or sale Grantor's interest in the Reserved Rail Freight Service Easement is also transferred or assigned to the same party as permitted herein, and/or (b) a permitted transfer of all or a portion of Grantor's Reserved Rail Freight Service Easement. After a sale of all or substantially all of Grantor's assets, Grantor shall be released from all liability under the Purchase Agreement with respect to the obligations so assumed, except liabilities relating to Sections 6.2, 6.3, 6.4, 7.9, 7.10, 8.1, 10.2, 10.3, 10.4, 10.5 and 10.6 of the Purchase Agreement.

23. Property Taxes. Grantor (as between Grantor and Grantee) shall bear any property or possessory interest taxes which are due and payable with respect to the Reserved Fiber Optics Easement and/or the Easement Access License. Grantor shall pay any such taxes prior to delinquency and shall protect, defend, indemnify and hold Grantee, its successors and permitted assigns, harmless from and against any and all liability, loss, cost, damage or expense (including, without limitation, reasonable attorney's fees) that Grantee, its successors and permitted assigns, may sustain or incur on account of any such taxes.

24.e Termination. Upon termination of the Sprint Agreement and the conclusion of all activities on the Property pertaining to the winding-up of the Sprint Agreement, the Reserved Fiber Optics Easement and Easement Access License, insofar as it concerns and affects that portion of the Property burdened by the Sprint Agreement, shall terminate. Upon termination of the MCI Agreement and the conclusion of all activities on the Property pertaining to the winding-up of the MCI Agreement, the Reserved Fiber Optics Easement and Easement Access License, insofar as it concerns and affects that portion of the Property burdened by the MCI Agreement, shall terminate. In either case, Grantor shall request that Sprint or MCI (as the case may be) shall execute, acknowledge and deliver to Grantee a quitclaim of such portion of the Reserved Fiber Optics Easement and Easement Access License.

25. Amendments. Any material amendment to the Sprint Agreement or the MCI Agreement regarding the portion of either the Sprint Agreement or the MCI Agreement affecting the Property shall require the consent of Grantee, and if such consent is granted, such amendment shall be deemed for purposes hereof to be a part of the Sprint Agreement or the MCI Agreement respectively.

26. Definitions. As used herein, the following terms shall have following meanings:

(i) "Agency Party" shall mean Grantee and any other person to the extent that such person as permitted under the Shared Use Agreement is exercising any rights to operate Agency Rail Service (other than Amtrak Trains) over any portion of the Property or maintaining or constructing rail facilities on the Property pursuant to a specific written grant of such rights by Grantee, including, without limitation, any Operator.

(ii) "Agency Rail Service" shall mean the operation of Trains (including light rail service), authorized by Grantee, which are used to provide passenger rail service, or any other related rail passenger service activities; provided,

however, the term "Agency Rail Service" shall exclude the operation of all Amtrak Trains.

(iii) "Agency Train" shall mean any Train operated by or on behalf of any Agency Party but shall not include any Amtrak Train.

(iv) "Amtrak" shall mean the National Railroad Passenger Corporation.

(v) "Amtrak Train" shall mean any Train operated by Amtrak to provide intercity rail passenger service or Section 403(b) Service operated by Amtrak on Amtrak Trains, but shall not include any Agency Train, even if Amtrak is the Operator of such Agency Train.

(vi) "Dangerous Materials Cars" shall mean all freight cars containing flammable or toxic gases or liquids, explosives, radioactive materials, etiologic agents, combustible liquids, oxidizing or corrosive materials, compressed gases or materials that could form toxic gases or liquids.

(vii) "Excess Owned Subdivision Property" shall mean any portion of the Property that is not then subject to the Reserved Rail Freight Service Easement.

(viii) "Freight Rail Facilities" shall mean all rail freight loading or unloading facilities and rail freight weighing scales. Freight Rail Facilities do not include any Tracks.

(ix) "Operator" shall mean the operator or operators, if any, appointed from time to time by Grantee to operate Agency Trains over the Property and/or to exercise some or all of the respective rights and obligations of Grantee under the Shared Use Agreement in connection with such operation over the Property or any portion thereof, but only to the extent such operator or operators are acting in such capacity and not to the extent such operator or operators are acting for their own account or in some other capacity.

(x) "Passenger Station Site" shall mean, collectively, any passenger station owned or leased by, or operated by or on behalf of any Agency Party, any adjacent passenger parking lot owned or leased by, or operated by or on behalf of any Agency Party, and any passenger loading platform owned or leased by, or operated by or on behalf of any Agency Party and any ticket booth or machine or any passenger waiting area owned or leased by, or operated by or on behalf of any Agency Party.

(xi) "Purchase Agreement" shall mean that certain Purchase and Sale Agreement dated as of October 30, 1992 between Grantor and Los Angeles County Transportation Commission, Los Angeles-San Diego Rail Corridor Agency, Orange County Transportation Authority, Riverside County Transportation Commission, San Bernardino Associated Governments, San Diego Metropolitan Transit Development Board, North San Diego County Transit Development Board and the Southern California Regional Rail Authority.

(xii) "Quality Rail Freight Service" shall mean efficient and reliable rail freight service to Grantor's current and future customers, with service and schedules that are competitive with other railroads serving Southern California, including the railhaul portion of intermodal service offered by those other railroads in Southern California, but without reference to cost.

(xiii) "Rail Freight Service" shall mean the operation of Santa Fe Trains, whether loaded or empty, which are used to provide local rail freight service or overhead rail freight service over the Property in the exercise of Grantor's rights retained in its Reserved Rail Freight Service Easement, or any other related freight service activity, such as loading, unloading, inspection or weighing of freight cars, maintenance or rehabilitation of Tracks or any rail equipment or facilities on the Property that are used for Rail Freight Service, which are authorized by the Reserved Rail Freight Service Easement and the Reserved Rail Freight Service License.

(xiv) "Restricted Freight Periods" shall mean three hours in the morning and three hours in the evening as determined by the Grantee, subject to Grantor's reasonable approval.

(xv) "Santa Fe Party" shall mean Grantor and any other person to the extent such person, as permitted under the Shared Use Agreement, the Reserved Rail Freight Service Easement or the Reserved Rail Freight Service License is exercising any rights to operate Rail Freight Service over the Property pursuant to a specific written grant of such rights by Grantor.

(xvi) "Santa Fe Train" shall mean any Train operated by any Santa Fe Party.

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

(xviii) "Shared Use Agreement" shall mean that certain Shared Use Agreement (San Diego Subdivision (Orange

County) and Olive Subdivision) dated as of October 30, 1992 between Grantor and Grantee.

(xix) "Terminal Tracks" shall mean (a) industry tracks or team tracks, or (b) sidings or other tracks upon which the parties mutually agree.

(xx) "Tracks" shall mean all tracks, (including, without limitation, passing tracks and sidings), turnouts, crossovers, interlocking devices and plants, and track improvements that are located now or in the future on the Property.

(xxi) "Train" shall mean one or more locomotive units and cars, if any, attached thereto.

IN WITNESS WHEREOF, Grantor has set its hand and seal this 29th day of March, 1993.

GRANTOR:

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation

ATTEST:

By: _____

Name: PETER J. NELSON

Title: ASSISTANT SECRETARY

[SEAL]

By: _____

Name: Jeffrey R. Moreland

Title: Vice President - Law

EXHIBIT A

LEGAL DESCRIPTION

SAN DIEGO LINE CORRIDOR/ORANGE COUNTY

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

PARCEL 1:

THAT PORTION OF THAT CERTAIN 100 FOOT RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH, LYING WITHIN SECTION 34 IN TOWNSHIP 3 SOUTH, RANGE 10 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS DESCRIBED IN THOSE CERTAIN DEEDS TO CALIFORNIA CENTRAL RAILWAY COMPANY RECORDED SEPT. 28, 1888 IN BOOK 497, PAGE 24; JANUARY 3, 1888 IN BOOK 359 PAGE 290; NOVEMBER 9, 1887 IN BOOK 327, PAGE 223 AND IN BOOK 327, PAGE 224, ALL OF DEEDS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

EXCEPT THEREFROM ANY PORTION WITHIN THAT CERTAIN RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN BERNARDINO BRANCH, GRANTED TO RIVERSIDE COUNTY TRANSPORTATION COMMISSION ET AL, RECORDED DECEMBER 15, 1992 AS INSTRUMENT NO. 92-856382 OFFICIAL RECORDS, IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER.

PARCEL 2:

THAT PORTION OF THAT CERTAIN 100 FOOT RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH, LYING WITHIN SECTION 3 IN TOWNSHIP 4 SOUTH, RANGE 10 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS DESCRIBED IN THOSE CERTAIN DEEDS TO CALIFORNIA CENTRAL RAILWAY COMPANY RECORDED NOVEMBER 9, 1887 IN BOOK 327, PAGE 221 AND IN BOOK 327, PAGE 220; MARCH 26, 1888 IN BOOK 407, PAGE 143 AND AUGUST 19, 1889 IN BOOK 593 PAGE 109 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

PARCEL 3:

THAT PORTION OF THAT CERTAIN 100 FOOT RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH IN THE COUNTY OF ORANGE LYING WITHIN RANCHO SAN JUAN CAJON DE SANTA ANA SITUATED IN SECTION 10 TOWNSHIP 4 SOUTH, RANGE 10 WEST

OF THE SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED IN THAT CERTAIN DEED TO CALIFORNIA CENTRAL RAILWAY CO., A CORPORATION, RECORDED NOVEMBER 9, 1887 IN BOOK 327 PAGE 219 OF DEEDS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

PARCEL 4: (INTENTIONALLY DELETED)

PARCEL 5:

THAT PORTION OF THAT CERTAIN 50 FOOT RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH IN THE COUNTY OF ORANGE, WITHIN RANCHO SAN JUAN CAJON DE SANTA ANA, SITUATED IN SECTION 14, IN TOWNSHIP 4 SOUTH OF RANGE 10 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, AS DESCRIBED IN THOSE CERTAIN DEEDS TO CALIFORNIA CENTRAL RAILWAY COMPANY RECORDED MARCH 26, 1888 IN BOOK 407 PAGE 135 AND MARCH 30, 1888 IN BOOK 417 PAGE 24, BOTH DEEDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

PARCEL 6:

THAT PORTION OF THAT CERTAIN 100 FOOT RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH IN THE COUNTY OF ORANGE, WITHIN RANCHO SAN JUAN CAJON DE SANTA ANA AND RANCHO SANTIAGO DE SANTA ANA, SITUATED IN SECTIONS 14, 23, 24 AND 25 IN TOWNSHIP 4 SOUTH OF RANGE 10 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, AS DESCRIBED IN THOSE CERTAIN DEEDS TO CALIFORNIA CENTRAL RAILWAY COMPANY, RECORDED MARCH 26, 1888 IN BOOK 407, PAGE 130 AND AUGUST 19, 1889 IN BOOK 593, PAGE 109, BOTH DEEDS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

PARCEL 7:

THAT PORTION OF THAT CERTAIN RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH, LYING WITHIN RANCHO SANTIAGO DE SANTA ANA, SITUATED IN SECTIONS 25 OF TOWNSHIP 4 SOUTH OF RANGE 10 WEST OF SAN BERNARDINO BASE AND MERIDIAN AND SECTION 30 OF TOWNSHIP 4 SOUTH OF RANGE 9 WEST OF SAN BERNARDINO BASE AND MERIDIAN AND LYING WITHIN LOTS 3 THRU 8 INCLUSIVE OF THE GLASSEL AND CHAPMAN TRACT, AS PER MAP RECORDED IN BOOK 5 PAGE 408 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, DESCRIBED IN THOSE CERTAIN DEEDS TO CALIFORNIA CENTRAL RAILWAY COMPANY AND ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED MARCH 26, 1888 IN BOOK 407 PAGE 132 AND IN BOOK 407 PAGE 137; MAY 21 1888 IN BOOK 448 PAGE 20 AND IN BOOK 448 PAGE 22; OCTOBER 3, 1888 IN BOOK 495 PAGE 113 AND FEBRUARY 6, 1889 IN BOOK 542 PAGE 21, ALL DEEDS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, AND RECORDED AUGUST 13, 1889 IN BOOK 2, PAGE 105 DEEDS; NOVEMBER 20, 1942 IN BOOK 1155, PAGE 548, OFFICIAL RECORDS; NOVEMBER 7, 1942 IN BOOK

1154 PAGE 579, OFFICIAL RECORDS; DECEMBER 3, 1942 IN BOOK 1172, PAGE 111, OFFICIAL RECORDS; DECEMBER 28, 1942 IN BOOK 1165, PAGE 458, OFFICIAL RECORDS AND MARCH 12, 1943 IN BOOK 1179, PAGE 524 OFFICIAL RECORDS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THAT CERTAIN DEED TO GARY J. ALMQUIST, RECORDED JULY 24, 1990 AS INSTRUMENT NO. 90-388814, OFFICIAL RECORDS.

PARCEL 8:

THAT PORTION OF THAT CERTAIN RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH, IN THE COUNTY OF ORANGE, WITHIN LOT 3 OF BLOCK "G" OF THE CHAPMAN TRACT, AS PER MAP RECORDED IN BOOK 1 PAGE 23 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER DESCRIBED IN THOSE CERTAIN DEEDS TO CALIFORNIA CENTRAL RAILWAY COMPANY, AND ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED MARCH 26, 1888 IN BOOK 407, PAGE 136 AND IN BOOK 407 PAGE 140 AND RECORDED DECEMBER 27, 1888 IN BOOK 528, PAGE 164, JULY 5, 1888 IN BOOK 455, PAGE 192, ALL OF DEEDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER AND RECORDED NOVEMBER 7, 1942 IN BOOK 1169 PAGE 417, SEPTEMBER 10, 1941 IN BOOK 1110, PAGE 314; JUNE 26, 1951 IN BOOK 2205, PAGE 483 AND DECEMBER 5, 1942 IN BOOK 1170, PAGE 399, ALL OFFICIAL RECORDS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER.

PARCEL 9:

THAT PORTION OF THAT CERTAIN RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH IN ORANGE COUNTY LYING WITHIN LOTS 19, 20, 23 AND 24 OF RICHLAND FARM LOTS TRACT AS PER MAP RECORDED IN BOOK 5 PAGE 123 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, DESCRIBED IN THOSE CERTAIN DEEDS TO LOS ANGELES, RIVERSIDE AND SANTA ANA RAILWAY, SOUTHERN CALIFORNIA RAILWAY COMPANY, CALIFORNIA CENTRAL RAILWAY COMPANY AND ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED NOVEMBER 9, 1887 IN BOOK 327 PAGE 215; AUGUST 4, 1888 IN BOOK 478 PAGE 21; JULY 5, 1888 IN BOOK 435 PAGE 157 ALL OF DEEDS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER AND RECORDED AUGUST 18, 1905 IN BOOK 121 PAGE 108; FEBRUARY 21, 1907 IN BOOK 155 PAGE 79; NOVEMBER 7, 1905 IN BOOK 122 PAGE 17 ALL OF DEEDS IN THE OFFICE OF THE ORANGE COUNTY RECORDER.

PARCEL 10:

THE EAST 125 FEET OF LOTS 25 AND 26 AND THE WEST 125 FEET OF LOTS 21 AND 22 OF THE RICHLAND FARM LOTS, AS PER MAP RECORDED IN BOOK 5, PAGE 123 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

TOGETHER WITH THE SOUTHERLY HALF OF PALM AVENUE AND THE NORTHERLY HALF OF CHAPMAN AVENUE WHICH WOULD PASS WITH THE LEGAL CONVEYANCE OF SAID LOTS.

EXCEPTING THEREFROM THAT PORTION THEREOF, DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION HAD IN CASE NO. 610492, IN THE SUPERIOR COURT OF STATE OF CALIFORNIA COUNTY OF ORANGE RECORDED FEBRUARY 6, 1990 AS INSTRUMENT NO. 90-66271, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF, DESCRIBED IN THAT CERTAIN DEED TO ANACONDA WIRE AND CABLE COMPANY, DATED FEBRUARY 15, 1946, FILED AS ATCHISON, TOPEKA AND SANTA FE RAILWAY CO'S SECRETARY'S DEED NO. D4178, DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF PALM AVENUE, 66 FEET IN WIDTH, WITH A LINE 125 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 21; THENCE SOUTH ALONG SAID PARALLEL LINE 594 FEET, MORE OR LESS, TO THE NORTH LINE OF MAPLE AVENUE, 66 FEET IN WIDTH; THENCE WEST ALONG THE WESTERLY PROLONGATION OF SAID NORTH LINE 82.5 FEET, THENCE NORTH ON A LINE 82.5 FEET WEST OF AND PARALLEL TO FIRST DESCRIBED PARALLEL LINE 594 FEET, MORE OR LESS, TO POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF SAID SOUTH LINE OF PALM AVENUE; THENCE EAST ALONG SAID PROLONGATED LINE 82.5 FEET TO POINT OF BEGINNING."

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF, DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION HAD IN CASE NO. 591669, IN THE SUPERIOR COURT OF STATE OF CALIFORNIA, COUNTY OF ORANGE.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF, DESCRIBED IN THAT CERTAIN DEED TO CATELLUS DEVELOPMENT CORPORATION, RECORDED FEBRUARY 5, 1992 AS INSTRUMENT NO. 92-070075, OFFICIAL RECORDS.

PARCEL 11:

THE EAST THIRTY-THREE (33) FEET OF LOT FIFTY-THREE (53) OF RICHLAND FARM LOTS AS PER MAP THEREOF RECORDED IN BOOK 5, PAGE 123, OF MISCELLANEOUS RECORDS OF LOS ANGELES, COUNTY, CALIFORNIA.

ALSO ALL RIGHT, TITLE AND INTEREST OF THE FIRST PARTIES IN AND TO THAT PORTION OF THE SOUTH HALF OF CHAPMAN AVENUE CONTIGUOUS TO SAID LOT FIFTY-THREE (53) ON THE NORTH, INCLUDED BETWEEN THE PROLONGATION NORTHERLY OF THE EAST AND WEST LINES OF SAID EAST THIRTY-THREE (33) FEET OF SAID LOT FIFTY-THREE (53).

PARCEL 12:

ALL THAT CERTAIN PORTION OF LOT 54, OF RICHLAND FARM LOTS, AT

ORANGE, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 123, MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 54; THENCE SOUTHERLY 663.85 FEET, MORE OR LESS, ALONG THE EASTERN LINE OF SAID LOT 54, TO THE SOUTHEAST CORNER OF SAID LOT 54; THENCE WESTERLY 23.80 FEET ALONG THE SOUTHERN LINE OF SAID LOT; THENCE NORTHERLY IN A DIRECT LINE 663.79 FEET, MORE OR LESS, TO A POINT IN THE NORTHERN LINE OF SAID LOT; THENCE EASTERLY ON SAID NORTHERN LINE 27.33 FEET TO THE NORTHEAST CORNER OF SAID LOT; THE POINT OF BEGINNING.

TOGETHER WITH THE NORTH HALF OF PALMYRA AVENUE, WHICH WOULD PASS WITH THE LEGAL CONVEYANCE OF SAID LOT.

PARCEL 13:

THAT PORTION OF THAT CERTAIN RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH LYING WITHIN RANCHO SANTIAGO DE SANTA ANA, SITUATED IN SECTION 31, TOWNSHIP 4 SOUTH OF RANGE 9 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, AS DESCRIBED IN THOSE CERTAIN DEEDS TO RIVERSIDE, LOS ANGELES AND SANTA ANA RAILWAY, SOUTHERN CALIFORNIA RAILWAY COMPANY, AND ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED JANUARY 4, 1887 IN BOOK 239, PAGE 58; JUNE 4, 1887 IN BOOK 239, PAGE 33; JUNE 18, 1887 IN BOOK 244, PAGE 73 AND NOVEMBER 9, 1887 IN BOOK 327, PAGE 217, ALL DEEDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER AND RECORDED MAY 9, 1893 IN BOOK 81 PAGE 163 AND SEPTEMBER 10, 1895, IN BOOK 99 PAGE 392, BOTH DEEDS IN THE OFFICE OF THE ORANGE COUNTY RECORDER.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THAT CERTAIN DEED TO THE STATE OF CALIFORNIA, RECORDED NOVEMBER 29, 1965 IN BOOK 7753 PAGE 744 OFFICIAL RECORDS IN THE OFFICE OF THE ORANGE COUNTY RECORDER.

AND EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THAT CERTAIN DEED TO THE CITY OF SANTA ANA, RECORDED JANUARY 12, 1977 IN BOOK 12034, PAGE 383, OFFICIAL RECORDS IN THE OFFICE OF THE ORANGE COUNTY RECORDER.

PARCEL 14:

THAT PORTION OF THAT CERTAIN RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH IN THE COUNTY OF ORANGE, LYING WITHIN RANCHO SANTIAGO DE SANTA ANA SITUATED IN TOWNSHIP 5 SOUTH RANGE 9 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN AS DESCRIBED IN THOSE CERTAIN DEEDS TO RIVERSIDE, SANTA ANA AND LOS ANGELES RAILWAY COMPANY AND CALIFORNIA CENTRAL RAILWAY COMPANY, RECORDED JUNE 4, 1887 IN

BOOK 239, PAGE 48; NOVEMBER 9, 1887 IN BOOK 327, PAGE 212, IN BOOK 327 PAGE 213 AND IN BOOK 327 PAGE 210 AND IN BOOK 327 PAGE 216 AND SEPTEMBER 26, 1887 IN BOOK 301 PAGE 187 ALL DEEDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

TOGETHER WITH ALL THAT PORTION OF LOT 4, BLOCK "A" OF CHAPMAN TRACT, AS PER MAP RECORDED IN BOOK 102, PAGE 15 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER, DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED DECEMBER 7, 1964 IN BOOK 7333, PAGE 503, OFFICIAL RECORDS.

ALSO TOGETHER WITH THE SOUTH HALF OF FAIRHAVEN AVENUE WHICH WOULD PASS WITH THE LEGAL CONVEYANCE OF SAID LAND.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THAT CERTAIN DEED TO WILLIAM CHESTNUT ET AL., RECORDED MAY 2, 1889 IN BOOK 572, PAGE 17 OF DEEDS, RECORD OF LOS ANGELES COUNTY.

PARCEL 15:

THAT PORTION OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH IN THE COUNTY OF ORANGE, LYING WITHIN LOTS OR BLOCKS 22, 23 AND 24 OF SANTA ANA EAST, AS PER MAP RECORDED IN BOOK 10 PAGES 43 AND 44 OF MISCELLANEOUS RECORDS, DESCRIBED IN THOSE CERTAIN DEEDS TO CALIFORNIA CENTRAL RAILWAY COMPANY AND THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED AUGUST 6, 1887 IN BOOK 274, PAGE 168 AND IN BOOK 274, PAGE 175, BOTH DEEDS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER AND RECORDED JUNE 24, 1929 IN BOOK 287, PAGE 105; SEPTEMBER 14, 1956 IN BOOK 3644 PAGE 47 AND IN BOOK 3644 PAGE 49 AND APRIL 16, 1958 IN BOOK 4258, PAGE 323, ALL OFFICIAL RECORDS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER.

TOGETHER WITH THOSE PORTIONS OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH, IN THE COUNTY OF ORANGE, LYING WITHIN 17TH STREET AND WASHINGTON AVENUE EACH BEING A 17 FOOT WIDE STRIP, 8.5 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RIGHT OF WAY'S MAIN TRACK.

ALSO TOGETHER WITH THAT PORTION OF LINCOLN AVENUE, ADJACENT TO BLOCKS 22, 23 AND 24 OF SANTA ANA EAST, AS PER MAP RECORDED IN BOOK 10 PAGES 43 AND 44 OF MISCELLANEOUS RECORDS, WITHIN A 17 FOOT STRIP, 8.5 FEET ON EACH SIDE MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RIGHT OF WAY'S MAIN TRACK.

EXCEPTING THEREFROM THAT PORTION THEREOF GRANTED TO THE STATE OF CALIFORNIA, DESCRIBED IN THAT CERTAIN DEEDS, RECORDED JANUARY 30, 1952 IN BOOK 2280, PAGE 336 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF GRANTED TO RAY HILL LUMBER COMPANY, DESCRIBED IN THAT CERTAIN DEED DATED JULY 16, 1954 AS AT&SF DEED NO. D5226, DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT A POINT IN THE SOUTH LINE OF SAID BLOCK 24, DISTANT NORTH 89 DEGREES 39' 52" EAST ALONG SAID SOUTH LINE, 38.80 FEET FROM THE SOUTHWEST CORNER OF SAID BLOCK 24; THENCE NORTH 0 DEGREES 09' 49" WEST 185.69 FEET MORE OR LESS TO A POINT IN THE SOUTHERLY LINE OF THAT CERTAIN 0.41 OF AN ACRE PARCEL OF LAND DESCRIBED IN EASEMENT DATED MARCH 9, 1951, FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO THE STATE OF CALIFORNIA, RECORDED JANUARY 9, 1952, IN BOOK 2272, PAGE 268, OFFICIAL RECORDS OF SAID ORANGE COUNTY; THENCE SOUTH 62 DEGREES 32' 50" EAST ALONG LAST SAID SOUTHERLY LINE, AND ALONG THE SOUTHERLY LINE OF THAT CERTAIN 1.50 ACRE PARCEL OF LAND DESCRIBED IN-DEED DATED OCTOBER 20, 1950, FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 2280 PAGE 336, OFFICIAL RECORDS OF SAID ORANGE COUNTY, (SAID SOUTHERLY LINES BEING REFERRED TO AS HAVING A BEARING OF NORTH 62 DEGREES 32' 18" WEST IN LAST SAID DEEDS) A DISTANCE OF 356.36 FEET MORE OR LESS TO A POINT IN THE EAST LINE OF SAID BLOCK 24; THENCE SOUTH 1 DEGREES 06' 15" EAST ALONG SAID EAST LINE 19.55 FEET MORE OR LESS TO THE SOUTH LINE OF SAID BLOCK 24; THENCE SOUTH 89 DEGREES 39' 52" WEST ALONG SAID SOUTH LINE 316.09 FEET MORE OR LESS TO POINT OF BEGINNING."

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF GRANTED TO S.A. LINCOLN CORPORATION, DESCRIBED IN THAT CERTAIN DEED DATED APRIL 25, 1956, AS AT&SF DEED NO. D5419 DESCRIBED THEREIN AS FOLLOWS:

"ALL THAT PORTION OF SAID BLOCK 24; WHICH LIES: NORTHERLY OF THE NORTHEASTERLY LINE OF THAT CERTAIN 1.50 ACRE PARCEL OF LAND AS DESCRIBED IN DEED DATED OCTOBER 20, 1950 TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 2280, PAGE 336, OFFICIAL RECORDS OF ORANGE COUNTY; NORTHERLY OF THE NORTHEASTERLY LINE OF THAT CERTAIN 0.41 ACRE PARCEL OF LAND AS DESCRIBED IN EASEMENT DATED MARCH 9, 1951, TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 2272, PAGE 268, OFFICIAL RECORDS OF ORANGE COUNTY; AND EASTERLY OF A LINE WHICH IS PARALLEL WITH AND DISTANT EASTERLY 16.43 FEET AT RIGHT ANGLES FROM THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THAT CERTAIN 2.404 ACRE PARCEL OF LAND SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 32, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY."

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF QUITCLAIMED TO ARTHUR K. BRIMLOW, DESCRIBED IN THAT CERTAIN DEED RECORDED DECEMBER 27, 1979 IN BOOK 13448, PAGE 63 OFFICIAL RECORDS.

PARCEL 16:

THAT PORTION OF THAT CERTAIN RIGHT OF WAY OF THE ATCHISON,

TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH IN THE COUNTY OF ORANGE, LYING WITHIN RANCHO SANTIAGO DE SANTA ANA, SITUATED IN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 9 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, AS DESCRIBED IN THOSE CERTAIN DEEDS TO CALIFORNIA CENTRAL RAILWAY COMPANY AND THE ATCHISON TOPEKA AND SANTA FE RAILWAY CO., RECORDED SEPTEMBER 22, 1887 IN BOOK 311 PAGE 43 OF DEEDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER AND APRIL 21, 1955 IN BOOK 3038 PAGE 332, OFFICIAL RECORDS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER.

TOGETHER WITH THAT PORTION OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH, IN THE COUNTY OF ORANGE, LYING WITHIN LINCOLN AVENUE AND FRUIT STREET, WITHIN A 17 FOOT WIDE STRIP, 8.5 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RIGHT OF WAY'S MAIN TRACK.

EXCEPTING THEREFROM ANY PORTION LYING SOUTHERLY OF THE SOUTHERLY LINE OF FRUIT STREET AND NORTHERLY OF THE SOUTHERLY LINE OF WASHINGTON AVENUE.

PARCEL 17:

THAT PORTION OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH IN THE COUNTY OF ORANGE LYING WITHIN BLOCKS 39 AND 40 OF THE SANTA ANA EAST, AS PER MAP RECORDED IN BOOK 10, PAGES 43 AND 44 OF MISCELLANEOUS RECORDS; DESCRIBED IN THAT CERTAIN DEED TO SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, RECORDED MARCH 9, 1887 IN BOOK 201 PAGE 412 OF DEEDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

TOGETHER WITH THAT PORTION OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, LYING WITHIN BROWN STREET (VACATED), BEING A 17 FOOT WIDE STRIP, 8.5 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RIGHT OF WAY'S MAIN TRACK.

EXCEPTING THEREFROM ANY PORTION THEREOF DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION, RECORDED MAY 25, 1984 AS INSTRUMENT NO. 84-2188445, OFFICIAL RECORDS.

PARCEL 18:

THAT PORTION OF THAT CERTAIN RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH, IN THE COUNTY OF ORANGE, LYING WITHIN RANCHO SANTIAGO DE SANTA ANA, SITUATED IN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 9 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN AS DESCRIBED IN THAT CERTAIN DEED TO CALIFORNIA CENTRAL RAILWAY COMPANY RECORDED JANUARY 12, 1888

IN BOOK 371, PAGE 93 OF DEEDS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

TOGETHER WITH THOSE PORTIONS OF THAT CERTAIN RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH IN THE COUNTY OR ORANGE, LYING WITHIN FOURTH STREET AND FIRST STREET, EACH BEING A 17 FOOT WIDE STRIP, 8.5 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RIGHT OF WAY'S MAIN TRACK.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED NOVEMBER 2, 1966 IN BOOK 8094 PAGE 261, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THAT CERTAIN DEED TO THE SOUTHERN PACIFIC COMPANY, RECORDED SEPTEMBER 13, 1968 IN BOOK 8721, PAGE 21, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THAT CERTAIN DEED TO ERLY JUICE, RECORDED AUGUST 7, 1991 AS INSTRUMENT NO. 91-420040, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THAT CERTAIN DEED TO CAFELLUS DEVELOPMENT CORP. RECORDED FEBRUARY 5, 1992 AS INSTRUMENT NO. 92-70533, OFFICIAL RECORDS.

PARCEL 19:

THAT PORTION OF THAT CERTAIN RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH IN THE COUNTY OF ORANGE, LYING WITHIN RANCHO SANTIAGO DE SANTA ANA, SITUATED IN SECTION 18 TOWNSHIP 5 SOUTH RANGE 9 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, AS DESCRIBED IN THAT CERTAIN DEED TO CALIFORNIA CENTRAL RAILWAY CO. RECORDED AUGUST 6, 1887 IN BOOK 274 PAGE 177 OF DEEDS, LOS ANGELES COUNTY RECORD.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING NORTHEASTERLY OF A LINE PARALLEL WITH AND MEASURED 25 FEET NORTHEASTERLY AT RIGHT ANGLES FROM THE CENTERLINE OF THE MAIN TRACT OF SAID RIGHT OF WAY.

PARCEL 20:

THAT PORTION OF THAT CERTAIN RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY SAN DIEGO BRANCH IN THE COUNTY OF ORANGE, LYING WITHIN RANCHO SANTIAGO DE SANTA ANA, SITUATED IN SECTION 18, TOWNSHIP 5 SOUTH, RANGE 9 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, AS DESCRIBED IN THAT CERTAIN DEED TO SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, RECORDED JULY 20, 1887 IN BOOK 241, PAGE 197 OF DEEDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

PARCEL 21:

THAT PORTION OF THAT CERTAIN 50 FOOT RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH, IN THE COUNTY OF SAN DIEGO, WITHIN RANCHO SANTIAGO DE SANTA ANA, SITUATED IN TOWNSHIP 5 SOUTH RANGE 9 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, AS DESCRIBED IN THOSE CERTAIN DEEDS TO CALIFORNIA CENTRAL RAILWAY COMPANY, SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, RECORDED JUNE 20, 1887 IN BOOK 241, PAGE 202; IN BOOK 241 PAGE 203, IN BOOK 241, PAGE 200; IN BOOK 241, PAGE 199; JUNE 4, 1887 IN BOOK 239, PAGE 24; JULY 14, 1887 IN BOOK 261, PAGE 38; IN BOOK 261, PAGE 39; IN BOOK 261, PAGE 40; IN BOOK 261, PAGE 42; AND JULY 30, 1887 IN BOOK 271, PAGE 112 ALL OF DEEDS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

TOGETHER WITH THOSE PORTIONS OF MCFADDEN AVENUE, LYON STREET AND NEWPORT AVENUE WHICH WOULD PASS WITH THE LEGAL CONVEYANCE OF SAID LAND.

PARCEL 22:

THAT PORTION OF THAT CERTAIN 50 FOOT RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH IN THE COUNTY OF ORANGE, WITHIN RANCHO SANTIAGO DE SANTA ANA, SITUATED IN SECTION 25, IN TOWNSHIP 4 SOUTH OF RANGE 10 WEST OF THE SAN BERNARDINO BASE AND MERIDIAN, 25 FEET ON EACH SIDE OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RIGHT OF WAY'S MAIN TRACK, BETWEEN STATION 1647+02 AND STATION 1649+05 SHOWN ON THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S RIGHT OF WAY AND TRACT MAP ORIGINAL NO. CECL-230-12303, CA-7, SHEET 8.

PARCEL 23:

THAT PORTION OF THAT CERTAIN 50 FOOT RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH, IN ORANGE COUNTY, 25 FEET ON EACH SIDE OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RIGHT OF WAY'S MAIN TRACK LYING WITHIN LOTS 51, 52, 55 AND 56 OF RICHLAND FARM LOTS, AS PER MAP RECORDED IN BOOK 5, PAGE 123, MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, AND A 17 FOOT WIDE STRIP, 85 FEET ON EACH SIDE OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RIGHT OF WAY'S MAIN TRACK LYING WITHIN PALMYRA AVENUE AND LA VETA AVENUE.

EXCEPT THEREFROM ANY PORTION LYING NORTHERLY OF THE CENTERLINE OF PALMYRA AVENUE AND SOUTHERLY OF THE CENTERLINE OF LA VETA AVENUE.

PARCEL 24:

ALL THOSE PORTIONS OF VINEYARD LOTS D1, D2, E1 AND E2 SHOWN ON A MAP OF THE TOWN OF ANAHEIM, RECORDED IN BOOK 4, PAGES 629 AND 630 OF DEEDS, IN THE OFFICE OF THE RECORDER OF LOS ANGELES COUNTY, DESCRIBED IN THOSE CERTAIN DEED TO CALIFORNIA CENTRAL RAILWAY COMPANY, RECORDED NOVEMBER 22, 1887, IN BOOK 348, PAGE 156; NOVEMBER 19, 1887, IN BOOK 332, PAGE 247, DECEMBER 13, 1887 IN BOOK 407, PAGE 145; AND JULY 5, 1888 IN BOOK 455, PAGE 154, ALL OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

TOGETHER WITH THAT CERTAIN RIGHT OF WAY OF THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO BRANCH, IN ORANGE COUNTY, LYING WITHIN ORANGE STREET, SHOWN ON A MAP OF THE TOWN OF ANAHEIM, RECORDED IN BOOK 4 PAGE 629 AND 630 OF DEEDS, IN THE OFFICE OF THE RECORDER OF LOS ANGELES COUNTY, LYING SOUTHERLY OF THE NORTHERLY, LINE OF NORTH STREET AND NORTHERLY OF THE SOUTHERLY LINE OF SOUTH STREET AS SHOWN ON SAID MAP.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT CERTAIN DEED TO FRANK BELMONT RECORDED JUNE 17, 1942 IN BOOK 1153 PAGE 40 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED IN THOSE CERTAIN DEEDS TO FRANK BELMONT, DATED JANUARY 5, 1944 FILED AS A.T. & S.F. SECRETARY'S NO. D-3781 AND DATED AUGUST 19, 1947 AS A.T. & S.F. SECRETARY'S NO. D-4361, DESCRIBED THEREIN AS FOLLOWS:

"COMMENCING AT A POINT IN THE EAST LINE OF NORTH ATCHISON STREET DISTANT NORTHERLY THEREON 605.7 FEET FROM THE CENTER LINE OF EAST CENTER STREET, SAID POINT BEING THE NORTHWESTERLY CORNER OF LAND CONVEYED TO FRANK BELMONT BY DEED DATED MAy 5, 1942; THENCE EASTERLY AT RIGHT ANGLES TO SAID ATCHISON STREET AND ALONG THE NORTHERLY LINE OF SAID FRANK BELMONT PROPERTY 19.0 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHERLY 19 FEET FROM AND PARALLEL TO SAID EASTERLY LINE OF NORTH ATCHISON STREET 180 FEET, MORE OR LESS, TO A POINT IN A LINE WHICH IS PARALLEL WITH AND DISTANT 10 FEET SOUTHERLY FROM THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF EAST CYPRESS STREET; THENCE EASTERLY ALONG SAID PARALLEL LINE 94 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND DISTANT 113.0 FEET EASTERLY FROM THE EASTERLY LINE OF SAID NORTH ATCHISON STREET; THENCE SOUTHERLY ALONG SAID PARALLEL LINE 180 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF SAID PROPERTY CONVEYED TO FRANK BELMONT BY DEED DATED MAY 23, 1942; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PROPERTY 94 FEET TO THE POINT OF BEGINNING" AND

"BEGINNING AT A POINT IN THE EASTERLY LINE OF NORTH ATCHISON STREET DISTANT NORTHERLY THEREON 605.7 FEET FROM THE CENTER LINE OF EAST CENTER STREET, SAID POINT BEING THE NORTHWESTERLY CORNER OF LAND CONVEYED TO FRANK BELMONT BY DEED DATED MAY 23,

1942; THENCE NORTHERLY ALONG SAID EASTERLY LINE 190 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF EAST CYPRESS STREET; THENCE EASTERLY ALONG SAID EASTERLY PROLONGATION 113.0 FEET; THENCE SOUTHERLY PARALLEL TO AND 113.0 FEET EASTERLY FROM SAID EASTERLY LINE OF NORTH ATCHISON STREET 10.0 FEET; THENCE WESTERLY 10.00 FEET FROM AND PARALLEL TO SAID EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF EAST CYPRESS STREET 94.0 FEET TO A POINT IN A LINE 19.0 FEET EASTERLY FROM AND PARALLEL TO SAID EASTERLY LINE OF NORTH ATCHISON STREET; THENCE SOUTHERLY ALONG SAID PARALLEL LINE 180.0 FEET, MORE OR LESS, TO TO THE NORTHERLY LINE OF LAND CONVEYED TO FRANK BELMONT BY SAID DEED DATED MAY 23, 1942; THENCE WESTERLY ALONG SAID NORTHERLY LINE 19.0 FEET TO POINT OF BEGINNING."

ALSO EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED IN THAT CERTAIN DEED TO E. A. SILZLE CORPORATION, DATED JUNE 6, 1955 FILED AS A.T. & S.F. SECRETARY'S NO. D-5331, DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT INTERSECTION OF WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF EAST CENTER STREET (89.5 FEET WIDE) WITH THE WESTERLY LINE OF SOUTH VINE STREET (60 FEET WIDE); THENCE WESTERLY ALONG SAID WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF EAST CENTER STREET 111.26 FEET MORE OR LESS TO A POINT IN A LINE PARALLEL WITH AND DISTANT 38.36 FEET EASTERLY AT RIGHT ANGLES FROM THE CENTER LINE OF ORANGE STREET (49.5 FEET WIDE); THENCE SOUTHERLY ALONG SAID PARALLEL LINE 275.89 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID PARALLEL LINE 111.26 FEET TO A POINT IN SAID WESTERLY LINE OF SOUTH VINE STREET; THENCE NORTHERLY ALONG SAID WESTERLY LINE 275.89 FEET MORE OR LESS TO POINT OF BEGINNING" AND

"BEGINNING AT INTERSECTION OF THE NORTHERLY LINE OF EAST BROADWAY (80 FEET WIDE), WITH EASTERLY LINE OF SOUTH ATCHISON STREET (60 FEET WIDE); THENCE NORTHERLY ALONG SAID EASTERLY LINE OF SOUTH ATCHISON STREET 383.75 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH SAID NORTHERLY LINE OF EAST BROADWAY 94.42 FEET; THENCE SOUTHEASTERLY ALONG A LINE MAKING A SOUTHEASTERLY DEFLECTION ANGLE OF 77 DEGREES 37' 29" WITH SAID PARALLEL LINE A DISTANCE OF 143.40 FEET TO POINT IN A LINE PARALLEL WITH SAID EASTERLY LINE OF SOUTH ATCHISON STREET THAT EXTENDS NORTHERLY FROM A POINT ON SAID NORTHERLY LINE OF EAST BROADWAY DISTANT EASTERLY ALONG SAID NORTHERLY LINE 125.25 FEET FROM THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG LAST SAID PARALLEL LINE 243.75 FEET TO SAID NORTHERLY LINE OF EAST BROADWAY; THENCE WESTERLY ALONG SAID NORTHERLY LINE 125.25 FEET TO POINT OF BEGINNING."

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT CERTAIN DEED TO UNION ICE COMPANY, DATED NOVEMBER 17, 1961, FILED AS

A.T. & S.F. SECY'S NO. D-5959, DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT A POINT IN THE WESTERLY LINE OF SOUTH VINE STREET (60 FEET WIDE) DISTANT SOUTH 14 DEGREES 33' 01" EAST (BEARING ASSUMED FOR PURPOSE OF THIS DESCRIPTION) THEREON 275.89 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF EAST CENTER STREET (80.5 FEET WIDE), SAID POINT OF BEGINNING BEING ALSO THE MOST EASTERLY CORNER OF THAT CERTAIN 0.7046 OF AN ARC PARCEL DESCRIBED AS "PARCEL 1" IN DEED DATED JUNE 6, 1955, FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO E. A. SILZLE CORPORATION; THENCE SOUTH 75 DEGREES 25' 14" WEST ALONG THE SOUTHERLY LINE OF SAID 0.7046 OF AN ARC PARCEL 110.00 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT EASTERLY 40.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAID RAILWAY COMPANY'S MAIN TRACK; THENCE SOUTH 14 DEGREES 33' 01" EAST ALONG SAID PARALLEL LINE 294.96 FEET; THENCE NORTH 75 DEGREES 25' 14" EAST 110.00 FEET TO A POINT IN THE WESTERLY LINE OF SOUTH VINE STREET; THENCE NORTH 14 DEGREES 33' 01" WEST ALONG SAID WESTERLY LINE 294.96 FEET TO THE POINT OF BEGINNING."

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT CERTAIN DEED TO SILZLE PROPERTIES, INCORPORATED RECORDED JUNE 2, 1972 IN BOOK 10153 PAGE 994, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION HAD IN CASE NO. 515980 OF THE SUPERIOR COURT OF CALIFORNIA, FOR THE COUNTY OF ORANGE, CERTIFIED COPY OF WHICH RECORDED OCTOBER 20, 1989 AS INSTRUMENT NO. 89-565943, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION, DESCRIBED IN THAT CERTAIN DEED TO ANAHEIM REDEVELOPMENT AGENCY, RECORDED JANUARY 3, 1986 AS INSTRUMENT NO. 86-002338, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION DESCRIBED IN THAT CERTAIN DEED TO ORANGE BELT FRUIT DISTRIBUTORS, RECORDED JANUARY 26, 1948 IN BOOK 1614, PAGE 148, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION, DESCRIBED IN THAT CERTAIN DEED TO ANAHEIM REDEVELOPMENT AGENCY RECORDED DECEMBER 30, 1983 AS INSTRUMENT NO. 83-590550, OFFICIAL RECORDS.

PARCEL 25:

A STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET, 50 FEET ON EACH SIDE OF AND PARALLEL TO THE CENTER LINE OF LOCATION OF THE SAN BERNARDINO AND SAN DIEGO RAILWAY OVER AND THROUGH THE RANCHOS LOMAS DE SANTIAGO, SANTIAGO DE SANTA ANA, AND SAN JOAQUIN AND WHICH CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT KNOWN AS STATION 2481 + 11.5 OF THE CENTER LINE OF LOCATION OF SAID RAILWAY, AT POST "M", IN THE RANCHO SANTIAGO DE SANTA ANA, AND RUNNING THENCE SOUTH 50 DEGREES EAST (TRUE BEARING) THROUGH POST "N.Y.", A DISTANCE OF 47,629.7 FEET TO A POINT KNOWN AS STATION 2004+81.8 OF SAID CENTER LINE OF LOCATION ON THE BOUNDARY LINE BETWEEN THE RANCHOS SAN JOAQUIN AND CANADA DE LOS ALISOS, AS GRANTED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, A CORPORATION BY DOCUMENT RECORDED IN BOOK 245 PAGE 223 OF DEEDS, LOS ANGELES COUNTY RECORDS.

EXCEPTING THEREFROM LYING WITHIN THAT PORTION OF A PARCEL OF LAND, 128 FEET IN WIDTH BY 1000 FEET IN LENGTH, LOCATED IN LOT 250 OF BLOCK 22 OF IRVINE'S SUBDIVISION PER MAP RECORDED IN BOOK 1 PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY; SAID PARCEL OF LAND IS SHOWN AS PARCEL "C" ON AN EXHIBIT MARKED "D" OF THE DEED FROM THE IRVINE COMPANY, A CORPORATION TO SOUTHERN CALIFORNIA RAILWAY COMPANY, A CORPORATION RECORDED IN BOOK 95 PAGE 246 OF DEEDS, RECORDS OF ORANGE COUNTY.

ALSO EXCEPTING THEREFROM, A RECTANGULAR PARCEL OF LAND 28 FEET IN WIDTH BY 150 FEET IN LENGTH, LOCATED IN LOT 250 OF BLOCK 22 OF IRVINE'S SUBDIVISION PER MAP RECORDED IN BOOK 1 PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN SAID LOT 250 DISTANT 22 FEET NORTHEASTERLY FROM THE CENTERLINE OF THE MAIN TRACK OF THE SOUTHERN CALIFORNIA RAILWAY COMPANY AND 1,000 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT 250; THENCE SOUTHEASTERLY PARALLEL TO SAID CENTER LINE OF THE SOUTHERN CALIFORNIA RAILWAY COMPANY 150 FEET; THENCE AT RIGHT ANGLES NORTHEASTERLY 28 FEET; THENCE AT RIGHT ANGLES NORTHWESTERLY 150 FEET; THENCE AT RIGHT ANGLES SOUTHWESTERLY 28 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: A PARCEL OF LAND IN THE COUNTY OF ORANGE, BEING A PORTION OF THAT CERTAIN 100-FOOT WIDE STRIP OF LAND DESCRIBED IN DEED DATED APRIL 25, 1887 TO SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY (PREDECESSOR IN INTEREST TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY) RECORDED JUNE 14, 1887 IN BOOK 245 OF DEEDS AT PAGE 223, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, LYING IN LOT 250 OF BLOCK 122 OF IRVINE'S SUBDIVISION, AS SAID LOT AND BLOCK IS SHOWN ON MAP RECORDED IN BOOK 1 OF MISCELLANEOUS MAPS AT PAGE 88, RECORDS OF ORANGE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID 100-FOOT WIDE STRIP WITH A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 1150 FEET, MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY LINE OF SAID LOT 250, SAID INTERSECTION BEING THE MOST EASTERLY CORNER OF THAT CERTAIN 150-FOOT BY 28-FOOT PARCEL

CONVEYED TO THE IRVINE COMPANY FROM SOUTHERN CALIFORNIA RAILWAY COMPANY (SUCCESSOR IN INTEREST TO SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY) BY DEED DATED DECEMBER 23, 1899 AND DESIGNATED IN THE RECORDS OF THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY AS SECRETARY'S COAST LINE DEED NO. D-304, RECORDED FEBRUARY 28, 1900 IN BOOK 49 OF DEEDS, PAGE 183, RECORDS OF SAID COUNTY; THENCE SOUTH 49 DEGREES 21' 29" EAST (BEARINGS BASED ON PARCEL MAP 86-402, RECORDED IN BOOK 243 OF PARCEL MAPS, PAGE 16, RECORDS OF SAID COUNTY) ALONG SAID NORTHEASTERLY LINE, 102.93 FEET TO INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE SANTA ANNA FREEWAY AS DESCRIBED IN PARCEL 3 OF DEED RECORDED IN BOOK 4072, PAGE 65, OFFICIAL RECORDS OF SAID COUNTY, BEING ALSO THE MOST SOUTHERLY CORNER OF PARCEL 8 OF SAID PARCEL MAP; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE BEING ALONG THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1410.00 FEET, THROUGHOUT A CENTRAL ANGLE OF 2 DEGREES 04' 20" AN ARC LENGTH OF 51.00 FEET TO INTERSECTION WITH THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID 150-FOOT PARCEL; THENCE NORTH 49 DEGREES 21' 29" WEST ALONG SAID PROLONGATION, 145.56 FEET TO THE MOST SOUTHERLY CORNER OF SAID 150-FOOT BY 28-FOOT PARCEL; THENCE NORTH 40 DEGREES 38' 59" EAST ALONG THE SOUTHEASTERLY LINE OF SAID 150-FOOT BY 28-FOOT PARCEL, 28.00 FEET TO POINT OF BEGINNING.

PARCEL 26:

THAT PORTION OF THAT CERTAIN 100 FOOT RIGHT OF-WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION, LYING WITHIN LOT 10 OF THE RANCHO KNOWN AS "CANADA DE LOS ALISOS' AS DESCRIBED IN THAT CERTAIN DEED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY RECORDED MARCH 11, 1887 IN BOOK 208, PAGE 26 OF DEEDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, THE SAME BEING 50 FEET ON EACH SIDE OF THE CENTERLINE OF MAIN TRACK OF SAID ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO, SUBDIVISION.

PARCEL 27:

THAT PORTION OF LOT 10 OF RANCHO CANADA DE LOS ALISOS AS PER MAP FILED IN BOOK 3 PAGES 290 AND 291, MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED MARCH 6, 1943 IN BOOK 1166 PAGE 520 OF OFFICIAL RECORDS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER.

PARCEL 28:

THAT PORTION OF LOT 10 OF RANCHO CANADA DE LOS ALISOS AS PER MAP FILED IN BOOK 3, PAGES 290 AND 291, MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED DECEMBER

18, 1942 IN BOOK 1172 PAGE 294 OF OFFICIAL RECORDS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER.

PARCEL 29:

THAT PORTION OF THAT CERTAIN 100 FOOT RIGHT-OF-WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION, LYING WITHIN LOT 2 OF RANCHO CANADA DE LOS ALISOS AS PER MAP FILED IN BOOK 3, PAGES 290 AND 291, MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED DECEMBER 17, 1886 IN BOOK 187 PAGE 19 OF DEEDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

PARCEL 30:

THOSE PORTIONS OF THAT CERTAIN 100 FOOT RIGHT-OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION, LYING WITHIN RANCHO DE TRABUCO AND RANCHO MISSION VIEJO AS DESCRIBED IN THAT CERTAIN DEED TO THE SOUTHERN CALIFORNIA RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED OCTOBER 4, 1889 IN BOOK 39 PAGE 277 OF DEEDS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER;

EXCEPTING THEREFROM SAID PORTION OF SAID 100 FOOT WIDE STRIP LYING WITHIN RANCHO DE TRABUCO LYING NORTHEASTERLY OF A LINE 150.00 FEET NORTHEASTERLY FROM AND CONCENTRIC AND PARALLEL TO THE FOLLOWING DESCRIBED LINE.

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF SAID 100.00 FOOT STRIP OF LAND WITH THE NORTHWESTERLY LINE OF SAID RANCHO DE TRABUCO; THENCE SOUTH 42 DEGREES 54' EAST ALONG SAID CENTER LINE 799.88 FEET; THENCE LEAVING SAID CENTER LINE ON A TANGENT CURVE WITH A RADIUS OF 5729.65 FEET CONCAVE SOUTHWESTERLY 1466.67 FEET; THENCE TANGENT TO SAID CURVE SOUTH 28 DEGREES 14' EAST 1884.84 FEET TO POINT OF ENDING IN SAID CENTER LINE OF 100.00 FOOT STRIP OF LAND.

ALSO, EXCEPTING THEREFROM SAID PORTION OF SAID 100-FOOT WIDE STRIP LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO SANTA MARGARITA WATER DISTRICT DATED OCTOBER 15, 1979 RECORDED AS DEED NO. 48312 OF THE RECORDS OF SECRETARY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, SAID LAND BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THAT CERTAIN 70-FOOT WIDE STRIP OF LAND DESCRIBED IN DEED TO ORANGE COUNTY, RECORDED FEBRUARY 21, 1974 IN BOOK 11080, PAGE 42, OFFICIAL RECORDS OF SAID COUNTY, WITH THE SOUTHWESTERLY LINE OF THAT CERTAIN 8.96 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED

AUGUST 11, 1941, FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO RANCHO SANTA MARGARITA, SAID SOUTHWESTERLY LINE BEING ALSO THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF TRACT 7024, AS SAID SOUTHWESTERLY LINE IS SHOWN ON A MAP RECORDED IN BOOK 282 OF MISCELLANEOUS MAPS, PAGE 45, RECORDS OF SAID COUNTY; THENCE SOUTH 27 DEGREES 33' 20" EAST (BEARING BASED ON LAST SAID MAP) ALONG FIRST SAID SOUTHWESTERLY LINE AND SAID SOUTHEASTERLY PROLONGATION, 502.58 FEET TO A POINT IN THE EASTERLY LINE OF SAID 100-FOOT WIDE STRIP; THENCE SOUTHERLY ALONG SAID EASTERLY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 5 DEGREES 19' 20" EAST, 11.97 FEET; THENCE (2) SOUTHERLY ALONG THE ARC OF A CURVE TANGENT TO PRECEDING COURSE, CONCAVE EASTERLY AND HAVING A RADIUS OF 2814.93 FEET; THROUGH A CENTRAL ANGLE OF 2 DEGREES 35' 24", A DISTANCE OF 127.25 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY 50.00 FEET MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY PROLONGATION; THENCE NORTH 27 DEGREES 33' 20" WEST ALONG SAID PARALLEL LINE, 631.62 FEET TO A POINT IN SAID SOUTHEASTERLY LINE; THENCE NORTH 61 DEGREES 26' 38" EAST ALONG SAID SOUTHEASTERLY LINE, 50.01 FEET TO POINT OF BEGINNING."

PARCEL 31:

THAT PORTION OF RANCHO DE TRABUCO AS PER MAP FILED IN BOOK 1, PAGES 53 AND 54 OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED DECEMBER 7, 1940 IN BOOK 1069 PAGE 345 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY;

EXCEPTING THEREFROM SAID LAND THAT PORTION LYING NORTHEASTERLY OF A LINE 150.00 FEET NORTHEASTERLY FROM AND CONCENTRIC AND PARALLEL TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF SAID 100.00 FOOT STRIP OF LAND WITH THE NORTHWESTERLY LINE OF SAID RANCHO DE TRABUCO; THENCE SOUTH 42 DEGREES 54' EAST ALONG SAID CENTER LINE 799.88 FEET; THENCE LEAVING SAID CENTER LINE ON A TANGENT CURVE WITH A RADIUS OF 5729.65 FEET CONCAVE SOUTHWESTERLY 1466.67 FEET; THENCE TANGENT TO SAID CURVE SOUTH 28 DEGREES 14' EAST 1884.84 FEET TO POINT OF ENDING IN SAID CENTER LINE OF 100.00 FOOT STRIP OF LAND;

ALSO EXCEPTING THEREFROM ALL OIL, GAS, WATER AND MINERAL SUBSTANCES AND RIGHTS IN, UNDER OR APPERTAINING TO SAID PREMISES, NO RIGHT TO GO UPON SAID PREMISES FOR THE PURPOSE OF DRILLING, DIGGING OR EXCAVATING THEREON OR THEREIN FOR ANY OF SUCH SUBSTANCES, AS RESERVED BY HIRAM WHISLER AND MAYBELL C. WHISLER IN DOCUMENT RECORDED IN BOOK 1069 PAGE 345 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE SANTA MARGARITA WATER DISTRICT DATED OCTOBER 15, 1979 RECORDED AS DEED NO. 48312 OF THE RECORDS OF THE SECRETARY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, SAID LAND BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THAT CERTAIN 70-FOOT WIDE STRIP OF LAND DESCRIBED IN DEED TO ORANGE COUNTY, RECORDED FEBRUARY 21, 1974 IN BOOK 11080, PAGE 42, OFFICIAL RECORDS OF SAID COUNTY, WITH THE SOUTHWESTERLY LINE OF THAT CERTAIN 8.96 ACRE PARCEL OF LAND DESCRIBED IN DEED DATED AUGUST 11, 1941, FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO RANCHO SANTA MARGARITA, SAID SOUTHWESTERLY LINE BEING ALSO THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF TRACT 7024, AS SAID SOUTHWESTERLY LINE IS SHOWN ON A MAP RECORDED IN BOOK 282 OF MISCELLANEOUS MAPS, PAGE 45, RECORDS OF SAID COUNTY; THENCE SOUTH 27 DEGREES 33' 20" EAST (BEARING BASED ON LAST SAID MAP) ALONG FIRST SAID SOUTHWESTERLY LINE AND SAID SOUTHEASTERLY PROLONGATION, 502.58 FEET TO A POINT IN THE EASTERLY LINE OF SAID 100-FOOT WIDE STRIP; THENCE SOUTHERLY ALONG SAID EASTERLY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 5 DEGREES 19' 20" EAST, 11.97 FEET; THENCE (2) SOUTHERLY ALONG THE ARC OF A CURVE TANGENT TO PRECEDING COURSE, CONCAVE EASTERLY AND HAVING A RADIUS OF 2814.93 FEET; THROUGH A CENTRAL ANGLE OF 2 DEGREES 35' 24", A DISTANCE OF 127.25 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY 50.00 FEET MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY PROLONGATION; THENCE NORTH 27 DEGREES 33' 20" WEST ALONG SAID PARALLEL LINE, 631.62 FEET TO A POINT IN SAID SOUTHEASTERLY LINE; THENCE NORTH 61 DEGREES 26' 38" EAST ALONG SAID SOUTHEASTERLY LINE, 50.01 FEET TO POINT OF BEGINNING."

PARCEL 32:

THAT PORTION OF RANCHO DE TRABUCO AS PER MAP FILED IN BOOK 1, PAGES 53 AND 54 OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED DECEMBER 11, 1941 IN BOOK 1284 PAGE 202 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY, SAID LAND BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID RANCHO DE TRABUCO DISTANT 375.35 FEET NORTH 37 DEGREES 16' 30" WEST ALONG SAID SOUTHWESTERLY LINE FORM TRABUCO RANCHO CORNER NO. 2; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 37 DEGREES 16' 30" WEST 514.58 FEET TO A 1 1/2 INCH IRON PIPE MARKING THE LINE BETWEEN FRACTIONAL SECTIONS 35 AND 36 TOWNSHIP 6 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 37 DEGREES 14'

WEST 387.76 FEET TO POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF THE 100.00 FOOT WIDE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, SUCCESSOR IN INTEREST TO THE SOUTHERN CALIFORNIA RAILWAY COMPANY, AS SAID RIGHT OF WAY IS DESCRIBED IN DEED DATED SEPTEMBER 12, 1898, AND RECORDED OCTOBER 4, 1898, IN BOOK 39, PAGE 277 OF DEEDS, ORANGE COUNTY RECORDS; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES, NORTHWESTERLY ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2814.93 FEET, A DISTANCE OF 157.31 FEET; THE RADIUS TO SAID CURVE AT SAID POINT OF INTERSECTION BEARS NORTH 59 DEGREES 13' 53" EAST; THENCE ON A TANGENT TO SAID CURVE NORTH 27 DEGREES 34' WEST 1031.02 FEET; THENCE NORTHERLY ON A CURVE TANGENT TO LAST COURSE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1860.08 FEET, A DISTANCE OF 479.39 FEET; THENCE ON A TANGENT NORTH 12 DEGREES 51' WEST 340.01 FEET; THENCE NORTHERLY ON A CURVE TANGENT TO LAST COURSE, CONCAVE TO THE EAST, HAVING A RADIUS OF 2814.93 FEET, A DISTANCE OF 209.28 FEET TO A POINT THAT IS 100.00 FEET NORTHEASTERLY AT RIGHT ANGLES FROM THE PROPOSED CENTER LINE OF RELOCATION OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S MAIN TRACK; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING SOUTH 28 DEGREES 14' EAST 100 FEET NORTHEASTERLY FROM AND PARALLEL TO SAID CENTER LINE OF PROPOSED RELOCATION, A DISTANCE OF 2079.18 FEET; THENCE SOUTHEASTERLY ON A CURVE TANGENT TO LAST COURSE, CONCAVE TO THE WEST, HAVING A RADIUS OF 5829.65 FEET, A DISTANCE OF 1003.90 FEET TO POINT OF BEGINNING."

PARCEL 33:

THAT PORTION OF RANCHO MISSION VIEJO AS SHOWN ON MAP FILED AS R.S. 8-35, 9-18 AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED DECEMBER 11, 1941 IN BOOK 1284 PAGE 202 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY, SAID LAND BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"A STRIP OF LAND OF VARYING WIDTHS IN SAID RANCHO MISSION VIEJO, BEING ALL THAT PORTION OF SAID RANCHO LYING EASTERLY OF THE EASTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S 100 FOOT RIGHT OF WAY, AS DESCRIBED IN DEED DATED SEPTEMBER 12, 1898, RECORDED OCTOBER 4, 1898 IN DEED BOOK 39, PAGE 277, RECORDS OF ORANGE COUNTY, AND IN DEED DATED NOVEMBER 22, 1886, RECORDED DECEMBER 17, 1886, IN DEED BOOK 187, PAGE 17, RECORDS OF LOS ANGELES COUNTY, AND LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT 50.0 FEET EASTERLY NORMALLY OR RADIALLY FROM THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT IN THE CENTER LINE OF SAID RAILWAY COMPANY'S 100 FOOT RIGHT OF WAY DISTANT NORTHERLY ALONG SAID CENTER LINE 95.00 FEET FROM ENGINEER'S STATION 1695+00, SAID POINT OF BEGINNING BEING DISTANT WESTERLY AT RIGHT ANGLES 109.90

FEET FROM A POINT IN THE WESTERLY LINE OF SAID RANCHO DISTANT SOUTHERLY THEREON 3037.51 FEET FROM CORNER NO. 1 OF SAID RANCHO; THENCE NORTHERLY ON A CURVE TANGENT TO SAID CENTER LINE OF RIGHT OF WAY, CONCAVE EASTERLY, HAVING A RADIUS OF 17,188.8 FEET, THROUGH AN ANGLE OF 1 DEGREE 02' 30" A DISTANCE OF 312.50 FEET; THENCE NORTHERLY, TANGENT TO LAST DESCRIBED CURVE 2325.55 FEET; THENCE NORTHERLY ON A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 5729.65 FEET, THROUGH AN ANGLE OF 7 DEGREES 29' A DISTANCE OF 748.33 FEET TO POINT OF TANGENCY WITH THE CENTER LINE OF SAID RAILWAY COMPANY'S MAIN TRACT AT ENGINEER'S STATION 1729+80.12.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL ANY PORTION THEREOF LYING WITHIN THE 80 FOOT RIGHT OF WAY OF THE STATE HIGHWAY."

PARCEL 34:

THOSE PORTIONS OF THAT CERTAIN 100-FOOT RIGHT-OF-WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION LYING WITHIN SECTIONS 35 AND 36, TOWNSHIP 6 SOUTH, RANGE 8 WEST, AND ALSO THOSE PORTIONS LYING WITHIN SECTIONS 1, 12 AND 13, TOWNSHIP 7 SOUTH, RANGE 8 WEST, AS DESCRIBED IN THAT CERTAIN DEED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, PREDECESSOR IN INTEREST TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED DECEMBER 17, 1886, IN BOOK 187 PAGE 17 OF DEEDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

PARCEL 35:

TWO PARCELS OF LAND, BEING A PORTION OF LOT 6 OF FRACTIONAL SECTION 35, AND PORTIONS OF LOTS 1 AND 2, FRACTIONAL SECTION 36, BOTH IN TOWNSHIP 6 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED FEBRUARY 28, 1941 IN BOOK 1078 PAGE 484 OF OFFICIAL RECORDS IN THE OFFICE OF THE ORANGE COUNTY RECORDER.

PARCEL 36:

A STRIP OF LAND 50-FEET IN WIDTH, BEING A PORTION OF THE RIGHT-OF-WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION, LYING WITHIN LOTS 2, 3, AND 4, OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN AS DESCRIBED IN THAT CERTAIN DEED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED MARCH 21, 1887, IN BOOK 200 PAGE 593 OF DEEDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

PARCEL 37:

A STRIP OF LAND OF THE UNIFORM WIDTH OF 60 FEET, 30 FEET THEREOF, BEING ON EITHER SIDE OF AND PARALLEL TO THE CENTER LINE OF LOCATION OF THE SAN BERNARDINO AND SAN DIEGO DIVISION OF THE CALIFORNIA CENTRAL RAILWAY OVER AND THROUGH IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 7 SOUTH RANGE 8 WEST OF THE S.B.B.&M.; SAID CENTERLINE, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING OF A POINT IN SAID CENTER LINE KNOWN AS STATION 1581 + 29 WHICH POINT IS IN THE SOUTH BOUNDARY LINE OF SAID NORTHWEST 1/4 OF NORTHWEST 1/4 OF SECTION 25; RUNNING THENCE ON A TANGENT NORTH 7 DEGREES 30' W FOR A DISTANCE OF 1386 FEET MORE OR LESS, TO OR ABOUT A POINT IN SAID CENTERLINE KNOWN AS STATION 1595 + 15 WHICH IS IN THE NORTH BOUNDARY LINE OF SAID NORTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST AS CONVEYED TO CALIFORNIA CENTRAL RAILWAY COMPANY BY DEED RECORDED IN BOOK 559 PAGE 260 OF DEEDS OF LOS ANGELES RECORDS.

PARCEL 38:

A STRIP OF LAND, 100 FEET IN WIDTH, 50 FEET ON EACH SIDE OF A CENTERLINE OF THE RAILROAD TRACT OF SAN BERNARDINO AND SAN DIEGO RAILWAY, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 145 FEET EAST OF THE 1/4 SECTION CORNER BETWEEN SECTIONS 25 AND 26 TOWNSHIP 7 SOUTH RANGE 8 WEST S.B.B. & M. AND RUNNING THENCE ALONG THE LOCATION LINE OF SAID RAILROAD COMPANY FROM STATION 1567 + 94 NORTH 7 DEGREES EAST, 1335 FEET TO THE SOUTH BOUNDARY OF A.G. ROSSENBAUM'S LAND.

AS CONVEYED TO SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY BY DEED RECORDED IN BOOK 200 PAGE 583 OF DEEDS OF LOS ANGELES RECORDS.

PARCEL 39:

A STRIP OF LAND 100 FEET IN WIDTH, FIFTY FEET AT EACH SIDE OF THE CENTER LINE OF THE RAILROAD TRACT OF SAN BERNARDINO AND SAN DIEGO RAILWAY, SAID CENTER LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 145 EAST OF THE 1/4 SECTION CORNER BETWEEN SECTIONS 25 AND 26 TOWNSHIP 7 SOUTH RANGE 8 WEST, S.B.B.M. SAID POINT BEING DESIGNATED ON LOCATION LINE AND ON THE RAILROAD MAP OF SAID COMPANY AS STATION 1567 + 94 AND RUNNING THENCE SOUTHERLY ALONG THE LINE OF SAID LOCATION ALONG A SIX DEGREE CURVE TO THE POINT WHERE LINE OF LOCATION INTERSECTS THE EASTERLY BOUNDARY OF THE LAND OF R. EGAN.

AS CONVEYED TO THE SAN BERNARDINO & SAN DIEGO RAILWAY COMPANY BY

DEED RECORDED IN BOOK 200 PAGE 590 OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

PARCEL 40:

THAT CERTAIN IRREGULARLY SHAPED PARCEL OF LAND IN THE WEST HALF OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED SEPTEMBER 10, 1942 IN BOOK 1156 PAGE 524 OF OFFICIAL RECORDS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER.

PARCEL 41:

A STRIP OF LAND OF THE UNIFORM WIDTH OF 60 FEET, 30 FEET THEREOF BEING ON EITHER SIDE OF AND PARALLEL TO THE CENTER LINE OF LOCATION OF THE SAN BERNARDINO & SAN DIEGO DIVISION OF THE CALIFORNIA CENTRAL RAILWAY, SITUATED IN THE NORTHWEST 1/4 OF SECTION 36 AND THE SOUTHWEST 1/4 OF SECTION 25, BOTH IN TOWNSHIP 7 SOUTH, RANGE 8 WEST OF THE S.B.M.&M., SAID CENTER LINE BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT OR ABOUT A POINT IN SAID CENTER LINE KNOWN AS STATION 1512+85, RUNNING THENCE ON A TANGENT 34 DEGREES 28'W FOR A DISTANCE OF 47.4 FEET, MORE OR LESS, TO A POINT IN SAID CENTER LINE KNOWN AS STATION 1513 + 32.4, RUNNING THENCE NORTHWESTERLY ON A 1 DEGREE CURVE TO THE RIGHT FOR A DISTANCE OF 335 FEET TO A POINT IN SAID CENTERLINE KNOWN AS STATION 1516 + 67.4; RUNNING THENCE ON A TANGENT N 31 DEGREES 7'W FOR A DISTANCE OF 3850.6 FEET TO A POINT IN SAID CENTER LINE KNOWN AS STATION 1555 + 18.

AS GRANTED TO CALIFORNIA CENTRAL RAILWAY COMPANY, A CORPORATION BY DOCUMENT RECORDED IN BOOK 504 PAGE 305 OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

PARCEL 42:

A STRIP OF LAND 20 FEET IN WIDTH AND 150 FEET IN LENGTH, IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 8 WEST, S.B.M., IN ORANGE COUNTY, CALIFORNIA, LYING CONTIGUOUS TO THE EASTERN LINE OF THE 60 FOOT WIDE RIGHT OF WAY OF SAID RAILWAY COMPANY AND CONTIGUOUS TO THE NORTHERN END OF THAT CERTAIN 20 FOOT STRIP OF LAND CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY DEED DATED DECEMBER 30, 1916 AND RECORDED IN BOOK 299, PAGE 147 OF DEEDS, ORANGE COUNTY RECORDS, THE NORTHERLY END OF SAID 20 FOOT STRIP BEING ALONG A LINE AT RIGHT ANGLES EASTERLY TO THE CENTER LINE OF THE MAIN TRACK OF SAID RAILWAY COMPANY FROM A POINT 466.19 FEET NORTHERLY ALONG SAID CENTER LINE OF MAIN TRACK FROM ITS INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF

NORTHWEST QUARTER; AS GRANTED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A CORPORATION BY DOCUMENT RECORDED IN BOOK 115 PAGE 19 OF OFFICIAL RECORDS, OF ORANGE COUNTY.

PARCEL 43:

STRIPS OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, AND ALSO WITHIN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 7 SOUTH RANGE 8 WEST, SBB&M, AS MORE PARTICULARLY DESCRIBED IN THAT DOCUMENT GRANTED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A CORPORATION RECORDED IN BOOK 299 PAGE 147 OF DEEDS, RECORDS OF ORANGE COUNTY.

PARCEL 44:

A STRIP OF LAND, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 TOWNSHIP 7 SOUTH, RANGE 8 WEST, S.B.M., AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND 20 FEET IN WIDTH IN SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, LOCATED ON THE WESTERLY SIDE OF AND ADJACENT TO THE PRESENT 60 FOOT RIGHT OF WAY OF SAID RAILWAY COMPANY, AND EXTENDS FROM THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER ON THE SOUTH TO A LINE NORMAL TO THE CENTER LINE OF SAID 60 FOOT RIGHT OF WAY ON THE NORTH, SAID NORMAL LINE BEING DISTANT 280.85 FEET NORTHERLY ALONG SAID CENTER LINE FROM ITS INTERSECTION WITH SAID SOUTH LINE OF SAID SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER AS GRANTED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A CORPORATION BY DOCUMENT RECORDED IN BOOK 300 PAGE 268 OF DEEDS, RECORDS OF ORANGE COUNTY.

PARCEL 45:

A STRIP OF LAND, 60 FEET WIDE, BEING A PORTION OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION, LYING WITHIN THE NORTH HALF OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 8 WEST AND THE SOUTH HALF OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN AS DESCRIBED IN THAT CERTAIN DEED TO THE CALIFORNIA CENTRAL RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED APRIL 20, 1889, IN BOOK 559, PAGE 258 OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

EXCEPTING THEREFROM SAID LAND, THAT CERTAIN PARCEL OF LAND, BEING A PORTION OF LOT NO. ONE OF TRACT NO. 103, AS PER MAP FILED IN BOOK 11, PAGE 31 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY AS DESCRIBED IN THAT CERTAIN DEED TO EDWARD G. KOPP AND KERSTIN B. KOPP, RECORDED IN BOOK 9595; PAGE 396, OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY.

ALSO, EXCEPTING THEREFROM SAID 60-FOOT STRIP, THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO EL CAMINO PROPERTIES RECORDED NOVEMBER 14, 1975 AS INSTRUMENT NO. 75-17179, IN BOOK 11569 PAGE 541 OF OFFICIAL RECORDS RECORDS OF ORANGE COUNTY, SAME BEING THE WESTERLY FIVE (5) FEET OF LOTS 5 AND 6, AND THE WESTERLY TEN (10) FEET OF LOT 7, ALL OF TRACT NO. 103, AS PER MAP FILED IN BOOK 11, PAGE 31 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

PARCEL 46:

A STRIP OF LAND 50 FEET WIDE, BEING A PORTION OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION, LYING WITHIN LOT 1 OF BLOCK 1 OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3 PAGES 120 AND 121 OF MISCELLANEOUS RECORD OF LOS ANGELES COUNTY AS DESCRIBED IN THAT CERTAIN DEED TO THE CALIFORNIA CENTRAL RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED JULY 30, 1887 IN BOOK 271 PAGE 115 OF DEEDS, RECORDS OF LOS ANGELES COUNTY;

TOGETHER WITH THAT PORTION OF MISSION STREET (FORMERLY SAN FERNANDO STREET) AS SHOWN ON SAID MAP OF THE TOWN OF SAN JUAN CAPISTRANO) THAT WOULD PASS WITH THE CONVEYANCE OF THE ABOVE DESCRIBED LAND.

PARCEL 47:

A PARCEL OF LAND OVER THAT CERTAIN LAND KNOWN AS MISSION TRACT NO. 1 AND LOT 2 OF BLOCK 9 AS SHOWN ON A MAP OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3, PAGES 120 AND 121, OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY AS DESCRIBED IN THAT CERTAIN DEED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED MARCH 21, 1887, IN BOOK 200 PAGE 614 OF DEEDS RECORDS OF LOS ANGELES COUNTY, EXCEPTING, THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED JUNE 30, 1987 AS INSTRUMENT NO. 87-372385, OF OFFICIAL RECORDS OF ORANGE COUNTY; ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED RECORDED NOVEMBER 29, 1989 AS INSTRUMENT NO. 89-648909 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY;

ALSO, EXCEPTING THEREFROM THAT CERTAIN LAND DESCRIBED IN THAT CERTAIN DEED TO FRANCISCO REDONA RECORDED APRIL 1, 1890 IN BOOK 4 PAGE 368 OF DEEDS, RECORDS OF ORANGE COUNTY.

PARCEL 48:

A STRIP OF LAND 20- FEET WIDE LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE

8 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED JANUARY 17, 1917 IN BOOK 299 PAGE 89, OF DEEDS, RECORDS OF ORANGE COUNTY.

PARCEL 49:

A PORTION OF THE RIGHT-OF-WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION, LYING WITHIN LOT NO. 6 IN BLOCK NO. 9 OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3 PAGES 120 AND 121 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY AND ALSO LYING WITHIN THE SOUTH ONE ACRE OF MISSION TRACT NO. 1 AS SHOWN ON SAID MAP OF SAID TOWN OF SAN JUAN CAPISTRANO, AS DESCRIBED IN THAT CERTAIN DEED TO THE CALIFORNIA CENTRAL RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED JULY 30, 1887 IN BOOK 271 PAGE 107 OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

EXCEPTING THEREFROM, THOSE PORTIONS LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED RECORDED JUNE 30, 1987 AS INSTRUMENT NO. 87-372385, OF OFFICIAL RECORDS, OF ORANGE COUNTY.

PARCEL 50:

PORTION OF THE RIGHT-OF-WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION LYING WITHIN LOT 3 OF BLOCK 9 OF THE TOWN OF SAN JUAN CAPISTRANO, AS PER MAP FILED IN BOOK 3 PAGES 120 AND 121 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE CALIFORNIA CENTRAL RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED JULY 30, 1887 IN BOOK 271, PAGE 108 OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

EXCEPTING, THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED JUNE 30, 1987 AS INSTRUMENT NO. 87-372385 OF OFFICIAL RECORDS OF ORANGE COUNTY.

PARCEL 51:

A PORTION OF THE RIGHT-OF-WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION LYING WITHIN THE NORTH HALF OF LOT NO. 4 IN BLOCK NO. 9 OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3 PAGES 120 AND 121 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE CALIFORNIA CENTRAL RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED JULY 30, 1887 IN BOOK 271 PAGE 111 OF DEEDS, RECORDS OF LOS ANGELES COUNTY;

EXCEPTING, THEREFROM, THAT PORTION OF SAID LAND INCLUDED WITHIN THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED JUNE 30, 1987 AS INSTRUMENT NO. 87-372385 OF OFFICIAL RECORDS OF ORANGE COUNTY.

PARCEL 52:

A PORTION OF THE RIGHT-OF-WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION LYING WITHIN THE SOUTH HALF OF LOT 4 IN PARCEL NO. 9 OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3 PAGES 120 AND 121 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE CALIFORNIA CENTRAL RAILWAY COMPANY, PREDECESSOR TO ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED JULY 30, 1887, IN BOOK 271 PAGE 110 OF DEEDS, RECORDS OF LOS ANGELES COUNTY;

EXCEPTING THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED JUNE 30, 1987 AS INSTRUMENT NO. 87-372385 OF OFFICIAL RECORDS OF ORANGE COUNTY.

PARCEL 53:

THAT CERTAIN PARCEL OF LAND SITUATED IN LOT 3, BLOCK 8 OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3, PAGES 120 AND 121 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY AS DESCRIBED IN THAT CERTAIN DEED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED AUGUST 6, 1887 IN BOOK 274 PAGE 176 OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

PARCEL 54:

THAT CERTAIN PARCEL OF LAND SITUATED IN LOT NO. 2 IN BLOCK 8 OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3, PAGES 120 AND 121 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, AS DESCRIBED IN THAT DEED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY RECORDED MARCH 27, 1887, IN BOOK 200 PAGE 611 OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

PARCEL 55:

THE WEST 12 FEET OF LOT 43, AS SHOWN ON LICENSED SURVEYOR'S MAP OF SAN JUAN CAPISTRANO, AS PER MAP FILED IN BOOK 2, PAGES 31 THROUGH 38, INCLUSIVE OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED FEBRUARY 27, 1936 IN BOOK 804 PAGE 466 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY.

PARCEL 56:

THE WESTERN 15 FEET OF LOT 40 IN TRACT 103, AS PER MAP RECORDED IN BOOK 11, PAGE 29 ET SEQ. OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, BEING A STRIP OF LAND 13 FEET WIDE LYING EASTERLY OF AND CONTIGUOUS TO THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ACROSS SAID LOT 40 AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED FEBRUARY 27, 1936 IN BOOK 807 PAGE 286 OF OFFICIAL RECORDS OF ORANGE COUNTY.

PARCEL 57:

THAT CERTAIN PARCEL OF LAND INCLUDED WITHIN A STRIP OF LAND 50-FEET IN WIDTH WITHIN LOT 4 AND LOT 11, IN BLOCK 8 OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3 PAGES 120 AND 121 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY AS DESCRIBED IN THAT CERTAIN DEED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED JUNE 4, 1887 IN BOOK 239 PAGE 18 OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

PARCEL 58:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN FINAL DECREE OF CONDEMNATION RECORDED JANUARY 7, 1890 IN BOOK 3 PAGE 274 OF DEEDS, RECORD OF ORANGE COUNTY. SAID LAND BEING A PORTION OF BLOCK 8, OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3, PAGE 120 AND 121 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, TOGETHER WITH THAT PORTION OF VERDUGO STREET (FORMERLY GARDEN STREET, AS SHOWN ON SAID MAP OF THE TOWN OF SAN JUAN CAPISTRANO) THAT WOULD PASS WITH THE CONVEYANCE OF THE ABOVE DESCRIBED LAND.

PARCEL 59:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED JUNE 11, 1914 IN BOOK 257 PAGE 220 OF DEEDS, RECORDS OF ORANGE COUNTY, SAID LAND BEING A PORTION OF LOT 1 OF BLOCK 8, OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3 PAGES 120 AND 121 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY.

TOGETHER WITH THAT PORTION OF VERDUGO STREET (FORMERLY GARDEN STREET, AS SHOWN ON SAID MAP OF THE TOWN OF SAN JUAN CAPISTRANO) THAT WOULD PASS WITH THE CONVEYANCE OF THE ABOVE DESCRIBED LAND.

PARCEL 60:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO

THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED JULY 30, 1887 IN BOOK 271 PAGE 105 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, SAID LAND BEING A PORTION OF LOT NO. 8 IN BLOCK NO. 8, OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3, PAGES 120 AND 121 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY.

PARCEL 61:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE CERTAIN DEED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, PREDECESSOR OF ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED JULY 30, 1887 IN BOOK 271 PAGE 104 OF DEEDS, RECORDS OF LOS ANGELES COUNTY; SAID LAND BEING A PORTION OF LOT NO. 5 IN BLOCK NO. 3 AND LOT NO. 9 OF BLOCK NO. 8, OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3 PAGES 120 AND 121 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

PARCEL 62:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED APRIL 2, 1934 IN BOOK 666 PAGE 344 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY, SAID LAND BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LOT FIVE (5) IN BLOCK THREE (3) OF THE "TOWNSITE OF SAN JUAN CAPISTRANO", AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGE 120 ET SEQ. OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, EXTENDED EASTERLY WITH A LINE RUNNING PARALLEL TO AND 25 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE EASTERLY ALONG SAID EXTENDED NORTH LINE OF SAID LOT FIVE (5) TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 25 FEET EASTERLY AT RIGHT ANGLES FROM THE SAID CENTER LINE OF THE MAIN TRACK OF SAID RAILWAY COMPANY; THENCE SOUTHERLY ALONG SAID LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF LOT FIVE (5) IN BLOCK THREE (3) OF SAID "TOWNSITE OF SAN JUAN CAPISTRANO"; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT FIVE (5) TO ITS INTERSECTION WITH A LINE RUNNING PARALLEL TO AND 25 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAID MAIN TRACK OF SAID RAILWAY COMPANY; THENCE NORTHERLY ALONG SAID LAST DESCRIBED PARALLEL LINE TO THE POINT OF BEGINNING."

EXCEPTING THEREFROM, THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED, RECORDED JULY 30, 1887 IN BOOK 271 PAGE 104 OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

PARCEL 63:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE CALIFORNIA CENTRAL RAILWAY COMPANY, PREDECESSOR OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, DESCRIBED APRIL 20, 1889 IN BOOK 558 PAGE 304 OF DEEDS, RECORDS OF LOS ANGELES COUNTY; SAID LAND BEING A PORTION OF LOTS 7 AND 9 BLOCK 3 OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3 PAGES 120 AND 121 OF MISCELLANEOUS RECORD, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

PARCEL 64:

THOSE CERTAIN PARCELS OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED NOVEMBER 24, 1917 IN BOOK 316 PAGE 89 OF DEEDS, RECORDS OF ORANGE COUNTY, SAID LAND BEING A PORTION OF LOT 9, BLOCK 3 OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3 PAGES 120 AND 121 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

PARCEL 65:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE CALIFORNIA CENTAL RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED JUNE 13, 1889 IN BOOK 570 PAGE 216 OF DEEDS, RECORDS OF L.A. COUNTY; SAID LAND BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"BEING A STRIP OF LAND OF THE UNIFORM WIDTH OF FIFTY FT., TWENTY FIVE FT. THEREOF BEING ON EITHER SIDE OF AND PARALLEL TO THE CENTER LINE OF LOCATION OF THE S.B.& S.D. DIVISION OF THE CALIFORNIA CENTRAL RAILWAY, OVER AND THROUGH THE LANDS OF M.A. FORSTER SITUATED IN THE S.E.1/4 OF SEC. 12, TWP.8 S., R.8 W., OF THE S.B.B. & M., BEING BOUNDED ON THE SOUTH BY LANDS OF J. HICKMOTT, AND ON THE NORTH BY LANDS OF DOMINGO OYHARZABAL; SAID CENTER LINE OF LOCATION BEING MORE FULLY DESCRIBED AS FOLLOWS, VIZ:

COMMENCING AT A POINT IN SAID CENTER LINE KNOWN AS STATION 1388 PLUS 26, WHICH POINT IS IN THE NORTH BOUNDARY LINE OF AFORESAID LANDS OF J. HICKMOTT; RUNNING THENCE ON A TANGENT N.31 DEG. 55 MIN. E. (MAG.) FOR A DISTANCE OF 353.5 FT. TO A POINT ON SAID CENTERLINE KNOWN AS STATION 1391 PLUS 79.5; RUNNING THENCE NORTHERLY ON A 4 DEG. CURVE TO THE LEFT FOR A DISTANCE OF 829.2 FT. TO A POINT ON SAID CENTERLINE KNOWN AS STATION 1400 PLUS 08.7; RUNNING THENCE ON A TANGENT NORTH 1 DEG. 15 MIN. W. FOR A DISTANCE OF 389.3 FT. TO A POINT IN SAID CENTER LINE KNOWN AS STATION 1403 PLUS 98, WHICH POINT IS IN THE SOUTH BOUNDARY LINE OF AFORESAID LANDS OF DOMINGO OYHARZABAL."

EXCEPTING THEREFROM, THOSE PORTIONS INCLUDED WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED FROM THE SOUTHERN CALIFORNIA RAILWAY COMPANY TO MARCOS A. FOSTER DATED OCTOBER 15, 1891, AS FILED IN SECRETARY'S DEED NO. D-5576 OF THE RAILROAD COMPANY'S MISCELLANEOUS RECORDS, SAID LAND BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"ALL THAT PORTION OF LAND LYING OUTSIDE OF A 50-FEET STRIP BEING 25 FEET ON EACH SIDE OF AND PARALLEL TO THE CENTERLINE OFTHE SOUTHERN CALIFORNIA RAILWAY COMPANY'S TRACK, AS NOW LOCATED AND CONSTRUCTED OVER THE LAND OF THE GRANTEE, IN SECTION 12, T.8.S., R.8.W., S.B.M., HERETOFORE GRANTED TO GRANTOR BY THE GRANTEE; FOR A MORE PARTICULAR LOCATION OF WHICH LAND, REFERENCE IS HEREBY MADE TO THE PLAT MARKED EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF THIS DEED, SAID LAND GRANTED HEREIN INDICATED BY DIAGONAL LINES ON SAID EXHIBIT.

PARCEL 66:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE SOUTHERN CALIFORNIA RAILWAY COMPANY, PREDECESSOR TO ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED NOVEMBER 30, 1891 IN BOOK 56 PAGE 309 OF DEEDS, RECORDS OF ORANGE COUNTY; SAID LAND BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"A STRIP OF LAND 50 FEET IN WIDTH, 25 FEET THEREOF BEING ON EACH SIDE OF AND PARALLEL TO THE CENTERLINES OF LOCATION OF THE SOUTHERN CALIFORNIA RAILWAY COS. TRACT, AS NOW CONSTRUCTED AND OPERATED OVER THE LANDS OF THE GRANTOR, IN SECTION 12, T.8S., R.8W., S.B.,. THE CENTERLINE OF WHICH STRIP OF LAND, BEING MORE FULLY DESCRIBED AS FOLLOWS, TO WIT - BEGINNING AT A POINT AT THE SOUTHERLY END OF THE TANGENT, BEING THE CENTERLINE OF THE SOUTHERN CALIFORNIA RAILWAY COS. RIGHT OF WAY, HAVING A BEARING OF NORTH 1 DEG. 15 MIN. WEST MAGNETIC, SAID POINT BEING KNOWN AS STA, 1400 PLUS 08.7 THEREOF AND LOCATED IN SECTION 12, T.8S., R.8W., S.B.M. CONTINUING THENCE SOUTH 1 DEG. 15 MIN, EAST MAGNETIC ON SAID TANGENT A DISTANCE OF 500.3 FEET TO A POINT; THENCE IN A SOUTH EASTERLY DIRECTION ON A CURVE TO THE RIGHT, WHOSE RADIUS IS 19101.1 FEET A DISTANCE OF 100 FEET TO A POINT; THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS IS 955.4 FEET; A DISTANCE OF 433 FEET TO THE SOUTHERLY BOUNDARY OF THE LAND OF SAID GRANTOR; EXCEPTING THEREFROM THAT PORTION OF THE RIGHT OF WAY HERETOFORE GRANTED TO THE GRANTEE BY THE GRANTOR."

PARCEL 67:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE SOUTHERN CALIFORNIA RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED DECEMBER 12, 1893 IN BOOK 905 PAGE 233 OF DEEDS, RECORDS OF LOS ANGELES COUNTY; SAID LAND BEING A PORTION OF THE SOUTH HALF OF SECTION

12, TOWNSHIP 8 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN.

PARCEL 68:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE SOUTHERN CALIFORNIA RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED SEPTEMBER 25, 1891 IN BOOK 63 PAGE 57 OF DEEDS, RECORD OF ORANGE COUNTY; SAID LAND BEING A STRIP OF LAND 50 FEET WIDE SITUATED IN SECTION 12, TOWNSHIP 8 SOUTH, RANGE 8 WEST SAN BERNARDINO MERIDIAN.

EXCEPTING THEREFROM, THAT CERTAIN LAND DESCRIBED IN THAT CERTAIN DEED FROM THE SOUTHERN CALIFORNIA RAILWAY COMPANY TO JOHN HICKMOTT DATED SEPTEMBER 15, 1891, AS FILED IN SECRETARY'S DEED NO. D-5575 OF THE RAILROAD COMPANY'S MISCELLANEOUS RECORDS, SAID LAND BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"ALL THAT PORTION OF LAND LYING OUTSIDE OF A 50 FOOT STRIP BEING 25 FEET ON EACH SIDE OF LAND PARALLEL TO THE CENTERLINE OF THE SOUTHERN CALIFORNIA RY. CO. TRACK, AS NOW LOCATED AND CONSTRUCTED ON THE LAND OF THE GRANTEE, IN SECS. 12 AND 13, T.8S, R.8W, S.B.M. HERETOFORE GRANTED TO GRANTOR BY THE GRANTEE; FOR THE MORE PARTICULAR LOCATION OF WHICH LAND, REFERENCE IS HEREBY MADE TO THE PLAT MARKED EXHIBIT A, ATTACHED HERETO AND MADE A PART OF THIS DEED; SAID LAND GRANTED HEREIN INDICATED IN YELLOW COLOR ON SAID EXHIBIT."

PARCEL 69:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED MARCH 21, 1887 IN BOOK 200 PAGE 616 OF DEEDS, RECORDS OF LOS ANGELES COUNTY; SAID LAND BEING A STRIP OF LAND 100 FEET IN WIDTH LYING IN SECTIONS 12 AND 13 IN TOWNSHIP 8 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN.

EXCEPTING THEREFROM, THAT CERTAIN LAND DESCRIBED IN THAT CERTAIN DEED FROM THE SOUTHERN CALIFORNIA RAILWAY COMPANY TO JOHN HICKMOTT DATED SEPTEMBER 15, 1891, AS FILED IN SECRETARY'S DEED NO. D-5575 OF THE RAILROAD COMPANY'S MISCELLANEOUS RECORDS, SAID LAND BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"ALL THAT PORTION OF LAND LYING OUTSIDE OF A 50 FOOT STRIP BEING 25 FEET ON EACH SIDE OF LAND PARALLEL TO THE CENTERLINE OF THE SOUTHERN CALIFORNIA RY. CO. TRACK, AS NOW LOCATED AND CONSTRUCTED ON THE LAND OF THE GRANTEE, IN SECS. 12 AND 13, T.8S, R.8W, S.B.M. HERETOFORE GRANTED TO GRANTOR BY THE GRANTEE; FOR THE MORE PARTICULAR LOCATION OF WHICH LAND, REFERENCE IS HEREBY MADE TO THE PLAT MARKED EXHIBIT, ATTACHED HERETO AND MADE A PART OF THIS DEED; SAID LAND GRANTED HEREIN INDICATED IN

YELLOW COLOR ON SAID EXHIBIT."

PARCEL 70:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED MARCH 21, 1887 IN BOOK 200 PAGE 588 OF DEEDS, RECORDS OF LOS ANGELES COUNTY; SAID LAND BEING A STRIP OF LAND 100 FEET IN WIDTH LYING WITHIN THE NORTHWEST PORTION OF THE RANCHO BOCA DE LA PLAYA KNOWN AS THE HOMESTEAD.

PARCEL 71:

A STRIP OF LAND 100 FEET IN WIDTH, BEING A PORTION OF THE RIGHT-OF-WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION LYING WITHIN RANCHO BOCA DE LA PLAYA AND LANDS ALONG THE SHORE OF THE PACIFIC OCEAN IN TOWNSHIP 8 SOUTH, RANGE 7 WEST AND TOWNSHIP 9 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN AS DESCRIBED IN THAT CERTAIN DEED TO THE SAN BERNARDINO AND SAN DIEGO RAILWAY COMPANY, PREDECESSOR TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED DECEMBER 7, 1886 IN BOOK 187 PAGE 18 OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

EXCEPTING THEREFROM, THAT PORTION OF SAID 100-FOOT STRIP, THAT CERTAIN LAND DESCRIBED IN THAT CERTAIN DEED DATED FEBRUARY 14, 1942, FROM THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY TO THE STATE OF CALIFORNIA AS RECORDED IN SECRETARY'S DEED NO. D-3556, OF MISCELLANEOUS RECORDS OF SAID RAILWAY COMPANY, BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"A PARCEL OF LAND SITUATE IN THE WEST HALF OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 7 WEST, S.B.B.& M., IN SAID CITY OF SAN CLEMENTE, BEING A PORTION OF THE 100 FOOT RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, AS DESCRIBED IN DEED DATED NOVEMBER 15, 1886, RECORDED IN BOOK 187 OF DEEDS, PAGE 18, RECORDS OF LOS ANGELES COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID 100 FOOT RAILWAY RIGHT OF WAY WITH THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF LOT B, TRACT NO. 960, SAN CLEMENTE, THE SPANISH VILLAGE, AS PER MAP RECORDED IN BOOK 30 OF MISCELLANEOUS MAPS, PAGES 28 AND 29, RECORDS OF ORANGE COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE OF RAILWAY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES; SOUTH 36 DEGREES 19' 30" EAST 87.76 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5679.65 FEET, THROUGH AN ANGLE OF 5 DEGREES 16', A DISTANCE OF 522.08 FEET; THENCE TANGENT TO SAID CURVE SOUTH 31

DEGREES 03' 30" EAST 200.28 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID SOUTHWESTERLY LINE OF RAILWAY RIGHT OF WAY SOUTH 34 DEGREES 19 30" EAST ALONG A LINE PARALLEL WITH AND NORMALLY DISTANT 50 FEET SOUTHWESTERLY FROM THE RELOCATED CENTER LINE OF SAID RAILWAY COMPANY'S MAIN TRACK, A DISTANCE OF 438.73 FEET TO A POINT IN A LINE THAT IS PARALLEL AND CONCENTRIC WITH AND NORMALLY AND RADIALLY DISTANT 25 FEET NORTHEASTERLY FROM SAID SOUTHWESTERLY LIEN OF RAILWAY RIGHT OF WAY; THENCE ALONG SAID PARALLEL AND CONCENTRIC LINE THE FOLLOWING COURSES AND DISTANCES; SOUTH 31 DEGREES 03' 30" EAST 131.90 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2889.93 FEET, THROUGH AN ANGLE OF 8 DEGREES 32' 11" A DISTANCE OF 430.56 FEET TO A POINT IN SAID LINE PARALLEL WITH SAID RELOCATED CENTER LINE OF MAIN TRACK; THENCE ALONG SAID PARALLEL LINE SOUTH 34 DEGREES 19' 30" EAST 271.47 FEET TO A POINT IN SAID SOUTHWESTERLY LINE OF RAILWAY RIGHT OF WAY; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING COURSES AND DISTANCES; NORTH 39 DEGREES 36' 30" WEST 269.63 FEET; THENCE NORTHWESTERLY ON THE ARC OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2914.93 FEET, THROUGH AN ANGLE OF 8 DEGREES 33' A DISTANCE OF 434.98 FEET; THENCE TANGENT TO LAST DESCRIBED CURVE NORTH 31 DEGREES 03' 30" WEST 569.91 FEET TO THE TRUE POINT OF BEGINNING."

PARCEL 72:

THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED APRIL 23, 1942 IN BOOK 1145 PAGE 216 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY; SAID LAND BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"A STRIP OF LAND 30 FEET IN WIDTH SITUATED AT SERRA, IN THE COUNTY OF ORANGE STATE OF CALIFORNIA, BEING A PORTION OF THE 100 FEET RIGHT OF WAY OF THE RAILWAY COMPANY AS DESCRIBED IN DEED DATED NOVEMBER 15, 1886, RECORDED IN BOOK 187 OF DEEDS, PAGE 16, RECORD OF LOS ANGELES COUNTY, CALIFORNIA, SAID STRIP OF LAND LYING BETWEEN THE SOUTHWESTERN LINE OF SAID 100 FEET RIGHT OF WAY AND A LINE DISTANCE 30 FEET SOUTHEASTERLY, MEASURED NORMALLY, FROM AND CONCENTRIC WITH SAID RIGHT OF WAY LINE, AND EXTENDING FROM THE NORTHERN PROLONGATION OF THE WESTERN LINE OF BLOCK B, TRACT NO. 797, AS PER MAP RECORDED IN MISCELLANEOUS MAP BOOK 24, PAGES 10 ET SEQ. RECORDS OF SAID ORANGE COUNTY, NORTHWESTERLY TO A LINE DISTANT 25 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERN RIGHT OF WAY LINE OF THE STATE HIGHWAY BEARING NORTH 72 DEGREES 04' WEST 705.64 FEET, AND ITS PROLONGATION."

PARCEL 73:

A PARCEL OF LAND AT SAN CLEMENTE, BEING A PORTION OF LOT 21,

BLOCK 7, IN TRACT 794, ACCORDING TO MAP THEREOF RECORDED IN BOOK 24, PAGES 26 AND 27, RECORDS OF SAID COUNTY; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID LOT 21 LYING SOUTHEASTERLY FROM THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF LOT 4 IN SAID TRACT 794, AS GRANTED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A KANSAS CORPORATION BY DOCUMENT RECORDED IN BOOK 1321 PAGE 96, OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY.

PARCEL 74:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 7 WEST, S.B.B.&M., IN THE CITY OF SAN CLEMENTE, BEING A PORTION OF LOT "B" OF "TRACT NO. 960", SAN CLEMENTE," THE SPANISH VILLAGE," AS SHOWN ON A MAP RECORDED IN BOOK 30, PAGES 28 AND 29 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, SAID PARCEL LYING NORTHEASTERLY OF AND CONTIGUOUS TO THE 100 FOOT RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, AS DESCRIBED IN DEED DATED NOVEMBER 15TH, 1886, RECORDED IN BOOK 187, PAGES 18 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A CORPORATION, RECORDED IN BOOK 1070 PAGE 224 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY.

PARCEL 75:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 7 WEST, S.B.B.&M., BEING A PORTION OF LOT "B" OF "TRACT NO. 960, SAN CLEMENTE, THE SPANISH VILLAGE", AS SHOWN ON A MAP RECORDED IN BOOK 30, PAGES 28 AND 29 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, SAID PARCEL LYING NORTHEASTERLY OF AND CONTIGUOUS TO THE 100 FEET RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, AS DESCRIBED IN DEED DATED NOVEMBER 15TH, 1886, RECORDED IN BOOK 187, PAGE 18 OF DEEDS, RECORD OF LOS ANGELES COUNTY, CALIFORNIA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY, A KANSAS CORPORATION, RECORDED IN BOOK 1066 PAGE 455 OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

PARCEL 76:

AN IRREGULAR SHAPED PARCEL OF LAND, BEING THAT PORTION OF THE LAND DESCRIBED AS PARCELS 1 AND 2 IN THE DEED TO DAVID V. CARSON AND WIFE, RECORDED AUGUST 5TH, 1937 IN BOOK 905, PAGE 109 OF OFFICIAL RECORDS, LYING BETWEEN THE NORTHWESTERLY LINE OF PARCEL 2 DESCRIBED IN SAID DEED TO DAVID V. CARSON AND WIFE AND THE SOUTHEASTERLY LINE OF ORANGE COUNTY, AND LYING NORTHEASTERLY OF

AND CONTIGUOUS TO THE 100 FOOT RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY AS DESCRIBED IN THE DEED DATED NOVEMBER 15TH, 1886, RECORDED IN BOOK 187, PAGE 18 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A KANSAS CORPORATION RECORDED IN BOOK 940 PAGE 321, OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY.

PARCEL 77:

ALL THAT CERTAIN LAND SITUATED IN THE CITY OF SAN CLEMENTE, AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A KANSAS CORPORATION RECORDED IN BOOK 935 PAGE 566 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY.

PARCEL 78:

THAT CERTAIN PARCEL OF LAND, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN THAT FINAL JUDGMENT OF CONDEMNATION, CASE NO. 39138, SUPERIOR COURT; COUNTY OF ORANGE, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 22, 1942 IN BOOK 1149 PAGE 576 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY.

PARCEL 79:

THAT CERTAIN PARCEL OF LAND, INCLUDED WITHIN LOT 9, OF BLOCK 3 OF THE TOWNSITE OF SAN JUAN CAPISTRANO NO. 2, AS PER MAP FILED IN BOOK 3, PAGE 122 THROUGH 125, INCLUSIVE OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED NOVEMBER 24, 1917 IN BOOK 316 PAGE 95 OF DEEDS, RECORDS OF SAID COUNTY.

PARCEL 80:

THOSE CERTAIN PARCELS OF LAND, BEING PORTIONS OF SANTA FE AVENUE AND ITS SOUTHEASTERLY CONTINUATION AS SAID AVENUE IS SHOWN ON THE MAP OF THE TOWN OF SAN JUAN BY THE SEA, RECORDED IN BOOK 19 PAGE 27 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED JULY 9, 1979 IN BOOK 13220 PAGE 1874 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY.

PARCEL 81:

THAT CERTAIN PARCEL OF LAND, BEING A PORTION OF LOT 11, BLOCK 8 OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3 PAGE 120 AND 121 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE SAN BERNARDINO AND SAN

DIEGO RAILWAY COMPANY, PREDECESSOR TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED JULY 30, 1887, IN BOOK 271 PAGE 103 OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

PARCEL 82:

THAT CERTAIN STRIP OF LAND 30 FEET IN WIDTH, AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED OCTOBER 18, 1929 IN BOOK 317 PAGE 301 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY; SAID LAND BEING MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"THE WESTERLY ONE-HALF OF SANTA FE AVENUE, AS SHOWN ON A MAP OF SAN JUAN BY THE SEA, RECORDED IN BOOK 19 PAGE 27, MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA EXTENDING SOUTHERLY FROM THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF BLOCK FIFTY FOUR (54) OF SAN JUAN BY THE SEA, TO A LINE PARALLEL WITH AND DISTANT NORTHERLY FORTY (40) FEET FROM THE CENTERLINE OF THE CALIFORNIA STATE HIGHWAY AS NOW CONSTRUCTED."

PARCEL 83:

THAT CERTAIN PARCEL OF LAND, LYING IN SECTION 23, TOWNSHIP 8 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS DESCRIBED IN THAT CERTAIN DEED FROM SANTA FE LAND IMPROVEMENT COMPANY TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED MAY 19, 1932 IN BOOK 550 PAGE 373 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY.

PARCEL 84:

THAT CERTAIN PARCEL OF LAND, BEING A PORTION OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3 PAGE 120 AND 121 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED APRIL 2, 1934 IN BOOK 664 PAGE 461 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY.

EXCEPTING THEREFROM, THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED, RECORDED JULY 30, 1887 IN BOOK 271, PAGE 105, OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

PARCEL 85:

THAT CERTAIN IRREGULAR SHAPED PARCEL OF LAND AT SAN JUAN CAPISTRANO, BEING A PORTION OF LOT 48 OF TRACT NO. 103 AS SAID LOT IS SHOWN ON A MAP OF SAID TRACT RECORDED IN BOOK 11, OF MISCELLANEOUS MAPS, PAGE 29 ET. SEQ., RECORDS OF ORANGE COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED APRIL 26, 1965 IN BOOK 7495 PAGE 650 OF OFFICIAL RECORDS, OF ORANGE COUNTY, SAID LAND BEING

MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

"BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 48; THENCE NORTH 87 DEGREES 16' 30" EAST (BEARINGS ASSUMED FOR PURPOSE OF THIS DESCRIPTION) ALONG THE NORTHERLY LINE OF SAID LOT 48 A DISTANCE OF 53.00 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 48; THENCE SOUTH 06 DEGREES 23' 30" EAST ALONG SAID EASTERLY LINE 60.51 FEET; THENCE SOUTH 87 DEGREES 16' 30" WEST 60.28 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 48; THENCE NORTH 00 DEGREES 31' 00" EAST ALONG SAID WESTERLY LINE 60.45 FEET TO THE POINT OF BEGINNING."

EXCEPTING THEREFROM, THAT PORTION INCLUDED WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED RECORDED MARCH 21, 1887 IN BOOK 200, PAGE 614 OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

PARCEL 86:

THAT PORTION OF SAN FERNANDO STREET AS SHOWN ON THE MAP OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3 PAGE 120 AND 121 OF MISCELLANEOUS RECORDS OF THE COUNTY OF LOS ANGELES BEING A STRIP OF LAND 17 FEET IN WIDTH, 8.5 FEET ON EACH SIDE OF THE CENTERLINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY'S SAN DIEGO SUBDIVISION, SAME BEING BOUNDED ON THE SOUTH BY THE NORTHERLY BOUNDARY OF THAT CERTAIN LAND DESCRIBED IN THAT CERTAIN DEED RECORDED JUNE 11, 1914 IN BOOK 257, PAGE 220 OF DEEDS, RECORDS OF ORANGE COUNTY AND BEING BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOT 1 OF BLOCK 1 OF SAID TOWN OF SAN JUAN CAPISTRANO.

PARCEL 87:

THAT PORTION OF LOT 5, BLOCK 9 OF THE TOWN OF SAN JUAN CAPISTRANO AS PER MAP FILED IN BOOK 3, PAGE 120 AND 121 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, BEING A STRIP OF LAND 17 FEET IN WIDTH LYING 8.5 FEET ON EACH SIDE OF, AND PARALLEL TO THE CENTERLINE OF THE MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION.

EXHIBIT B

DESCRIPTION OF RESERVED FIBER OPTICS EASEMENT

SAN DIEGO SUBDIVISION
ORANGE COUNTY
FIBER OPTIC EASEMENT

(Sprint)

AN EASEMENT FOR INGRESS AND EGRESS AND FOR RAILROAD FACILITIES, MORE PARTICULARLY BEING A SPRINT FIBER OPTIC CABLE IN CONDUIT, TOGETHER WITH ACCESS RIGHTS FOR CONSTRUCTION, MAINTENANCE AND REPAIR OF THIS COMMUNICATION LINE UPON SAID RAILROAD EASEMENT, IN THE EVENT THESE FACILITIES ARE PERMANENTLY REMOVED, THE HEREIN EASEMENT SHALL ABSOLUTELY REVERT TO GRANTEE, ITS SUCCESSORS AND ASSIGNS; THE HEREIN DESCRIBED EASEMENT LIES IN AND OVER A 10 FOOT WIDE STRIP OF LAND LOCATED WITHIN SAID RAILWAY COMPANY'S SAN DIEGO SUBDIVISION RIGHT-OF-WAY IN THE CITIES OF FULLERTON AND ANAHEIM, ORANGE COUNTY, CALIFORNIA AND CONTAINS AFOREMENTIONED SPRINT FIBER OPTIC CABLE AS IT NOW EXISTS AND IS SHOWN ON THE AS-BUILT PLANS ON FILE WITH THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY'S CONTRACT DOCUMENT NUMBER 180662, THE CENTERLINE OF SAID SPRINT FIBER OPTIC CABLE BEING DESCRIBED FROM THESE PLANS AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF THE SPRINT FIBER OPTIC CABLE WITH THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY'S SAN BERNARDINO SUBDIVISION, SAID RIGHT-OF-WAY LINE BEING SOUTH OF AND 43 FEET NORMALLY DISTANT FROM THE CENTERLINE OF THE SOUTH MAIN TRACK OF SAID RAILWAY COMPANY'S SAN BERNARDINO SUBDIVISION AND ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF THE SAN DIEGO SUBDIVISION; SAID INTERSECTION BEING OPPOSITE OF APPROXIMATE RAILWAY MILEPOST 165.5 ON THE SAN DIEGO SUBDIVISION;

THENCE IN A SOUTHWESTERLY DIRECTION 50 FEET, MORE OR LESS, AT WHICH POINT THE FIBER OPTIC CABLE CROSSES THE CENTERLINE OF THE MAIN TRACK OF THE SAN DIEGO SUBDIVISION;

THENCE CONTINUING SOUTHWESTERLY 40 FEET, MORE OR LESS, AT WHICH POINT THE CENTERLINE OF THE FIBER OPTIC CABLE CURVES TO THE LEFT APPROXIMATELY 90 DEGREES AND CONTINUES IN A SOUTHEASTERLY DIRECTION PARALLEL WITH AND 40 FEET NORMALLY DISTANT FROM THE CENTERLINE OF THE MAIN TRACK OF THE SAN DIEGO SUBDIVISION FOR APPROXIMATELY 1000 FEET AT WHICH POINT THE CENTERLINE OF THE FIBER OPTIC CABLE GRADUALLY CURVES TO THE RIGHT AND CONTINUES IN A SOUTHERLY DIRECTION PARALLEL WITH AND 40 FEET NORMALLY DISTANT FROM THE CENTERLINE OF THE MAIN TRACK OF THE SAN DIEGO SUBDIVISION TO A POINT AT WHICH SAID FIBER OPTIC CABLE CENTERLINE ANGLES TO THE RIGHT TO A POINT 45 FEET NORMALLY DISTANT FROM SAID MAIN TRACK CENTERLINE;

THENCE CONTINUING IN A SOUTHERLY DIRECTION PARALLEL WITH AND 45 FEET NORMALLY DISTANT FROM THE CENTERLINE OF THE MAIN TRACK OF THE SAN DIEGO SUBDIVISION FOR 3850 FEET, MORE OR LESS, TO A POINT AT WHICH SAID FIBER OPTIC CABLE CENTERLINE CURVES TO THE LEFT AND CONTINUES IN A SOUTHEASTERLY DIRECTION ALONG AND WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE RAILWAY COMPANY'S SAN DIEGO SUBDIVISION AND VARYING FROM 42 FEET TO 49 FEET

RIGHT(SOUTHWESTERLY) OF THE CENTERLINE OF THE MAIN TRACK OF THE SAN DIEGO SUBDIVISION TO A POINT IN THE RIGHT-OF-WAY OF EAST NORTH STREET, CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA;

THENCE SAID FIBER OPTIC CABLE CENTERLINE TURNS TO THE RIGHT APPROXIMATELY 90 DEGREES AND CONTINUES IN AN EASTERLY DIRECTION FOR 5 FEET, MORE OR LESS, AT WHICH POINT SAID FIBER OPTIC CABLE EXITS THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY'S PROPERTY.

DESCRIPTION OF RESERVED FIBER OPTICS EASEMENT (MCI)

(San Diego Subdivision (Orange County))

The Reserved Fiber Optics Easement with respect to MCI fiber optics cables and facilities shall be a ten (10) foot wide strip located over, across, and under the property described in Exhibit A; provided, however, that the Reserved Fiber Optics Easement shall not materially interfere with Grantee's Agency Rail Service on any portion of the Operating Property (as such term is defined in the Purchase and Sale Agreement dated as of October 30, 1992, as amended, among the Grantor, the Grantee and certain other parties (the "Purchase Agreement")) or the Grantee's intended commercial, industrial or residential use, as the case may be, of any portion of the Non-Operating Property (as such term is defined in the Purchase Agreement).

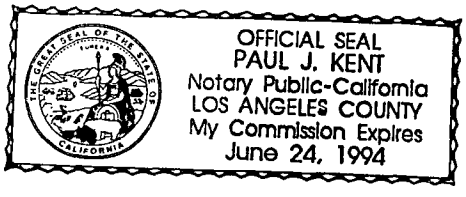
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 29, 1993, before me, a Notary Public in and for said County and State, personally appeared Jeffrey R. Moreland, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Paul J. Kent
Signature

(SEAL)



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ORANGE COUNTY TRANSPORTATION AUTHORITY

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in the real property conveyed by the Grant Deed (San Diego Subdivision (Orange County)) dated March 29, 1993, from THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation, to ORANGE COUNTY TRANSPORTATION AUTHORITY, ("OCTA") a governmental agency organized under the laws of the State of California, is hereby accepted by the undersigned officer of OCTA on behalf of OCTA pursuant to authority conferred by the resolution of the Board of Commissioners of OCTA adopted on December 14, 1992, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: March 29, 1993

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

Name: Dana W. Reed

Title: Vice-Chairman

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