

APPENDIX C: PRESERVATION COVENANT

PRESERVATION COVENANT

SAN JOSE CAHILL STREET CALTRAIN STATION

In consideration of the conveyance of certain improved real property, the San Jose Cahill Street Caltrain Station, hereinafter referred to as the STATION, located in the City of San Jose, Santa Clara County, State of California, eligible for inclusion on the National Register of Historic Places as "Southern Pacific Depot", and which is more fully described in Appendix 1, by the California Department of Transportation (CALTRANS), to the Peninsula Corridor Joint Powers Board (BOARD), a public agency composed of representatives of the City and County of San Francisco, the San Mateo County Transit District, and the Santa Clara County Transit District, the BOARD hereby covenants on behalf of itself, its successors, and assigns at all times to the South Bay Historical Railroad Society (SOCIETY) to maintain and preserve all original exterior and interior architectural features and fixtures as described in Appendix 2, as follows:

1. The BOARD shall preserve and maintain the STATION in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, revised 1990) in order to preserve and enhance those qualities that make the STATION eligible for inclusion in the National Register of Historic Places.

2. All construction, alteration, remodeling, or installations shall conform to the State Historic Building Code (SHBC) (Title 24, Building Standards, Part 8).

3. No demolition, destruction, or significant alteration (except to restore for the preservation or enhancement of historic values) of the STATION shall occur without prior approval of the California Legislature by statute, in accordance with State Public Resources Code Section 5027, quoted herein:

Any building or structure that is listed on the National Register of Historic Places and is transferred from state ownership to another public agency shall not be demolished, destroyed, or significantly altered, except for restoration to preserve its historical values, without the prior approval of the Legislature by statute. This section applies to any building or structure transferred from state ownership to another public agency after January 1, 1987. (Added by Stats. 1987,

c. 1358, § 2.3)

4. The BOARD shall permit Caltrans, under license, to rehabilitate the San Jose Cahill Street Caltrain Station in accordance with the plans and specifications developed by Caltrans, the City of San Jose, and Santa Clara County in consultation with the SHPO.

5. The SOCIETY shall be permitted at all reasonable times to inspect the STATION in order to ascertain if the above conditions are being observed.

6. The SOCIETY shall be notified by the BOARD, its successors and assigns, of proposed plans for construction, alteration, remodeling, or installations which would affect the structural integrity or appearance of the STATION. The SOCIETY shall review and approve such proposed plans, at its discretion.

7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SOCIETY may, following reasonable notice to the BOARD, institute suit to enjoin said violation or to require the restoration of the STATION to CALTRANS.

8. The BOARD agrees that the SOCIETY may at its discretion, without prior notice to the BOARD, convey and assign all or part of its rights and responsibilities contained herein to another organization of similar responsibility.

9. This covenant is binding on the BOARD, its successors, and assigns. Restrictions, stipulations, and covenants contained herein shall be inserted by the BOARD verbatim or by express reference in any deed or other legal instrument by which it acquires title to the STATION and by which the BOARD divests itself of either the fee simple title or any other lesser estate in the STATION or any part thereof.

10. The failure of the SOCIETY to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

11. This covenant may be jointly amended or released in writing, and such amendment or release shall become effective upon its recordation in the Recorder's Office of Santa Clara County, California for the STATION.

12. This covenant shall be binding servitude upon the STATION and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the BOARD agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

PENINSULA CORRIDOR JOINT POWERS BOARD



Chairperson

Date

SOUTH BAY HISTORICAL RAILROAD SOCIETY



Robert J. Dolci
Chairman of the Board

4/10/92

Date

APPENDIX 1

San Jose Cahill Street Caltrain Station
Cahill Street at San Fernando Street
Assessor's Parcel # 261-35-024
(Caltrans Parcel # 47232-1)

NOTE: For the purposes of this covenant, the San Jose Cahill Street Caltrain Station parcel includes both Parcel 47232-1 AND Parcel A, which was split off of Parcel 47232-1 when Caltrans purchased Parcel A in 1990. Each parcel is described below.

PARCEL 47232-1

"COMMENCING at the intersection of the southerly line of the Alameda with the westerly line of Cahill Street established by that certain deed from The Southern Pacific Company, a corporation, to the City of San Jose, recorded June 16, 1937 in Book 831, page 72, Official Records of Santa Clara County; thence along said westerly line and its southerly extension thereof S.02 degrees 28 minutes 26 seconds W., 985.74 feet to the southerly line of San Fernando Street; thence along last said line N. 87 degrees 34 minutes 00 seconds E., 10.78 feet to the westerly line of that certain parcel of land described as PARCEL ONE in the deed to Pacific Gas and Electric Company recorded November 25, 1936 in Book 797, page 336, Official Records of Santa Clara County; thence along the westerly and the northerly lines of said PARCEL ONE and the westerly prolongation of said northerly line the following two courses: S. 02 degrees 30 minutes 00 seconds E., 155.78 feet and S. 87 degrees 34 minutes 00 seconds W., 204.23 feet; thence N. 06 degrees 35 minutes 30 seconds E., 149.18 feet; thence N. 02 degrees 39 minutes 15 seconds W., 606.41 feet; thence N. 11 degrees 06 minutes 27 seconds W., 392.65 feet to the aforesaid southerly line of the Alameda; thence along last said line N. 87 degrees 39 minutes 34 seconds E., 230.72 feet to the point of commencement.

EXCEPTING THEREFROM all of PARCEL A (47232-1) First as described in the deed to that State of California, recorded December 28, 1990, in Volume L579, Page 1228 and under Recorder's Serial No. 10763955, Official Records of Santa Clara County.

CONTAINING 2.753 acres, more or less.

The bearings and distances used in the above description are on the California Coordinate System of 1927, Zone 3. Multiply the above distance by 1.0000487 to obtain ground level distance.

Grantor excepts from the property hereby conveyed that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property; however, Grantor, or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property or any part thereof lying

between said surface and 500 feet below said surface."

PARCEL A:

"COMMENCING at the intersection of the southerly line of San Fernando Street with the westerly line of that certain parcel of land described as Parcel One in the deed to Pacific Gas and Electric Company recorded November 25, 1936 in Book 797, page 336, Official Records of Santa Clara County; thence along the westerly and the northerly lines of said Parcel One and the westerly prolongation of said northerly line of the following two courses: S. 2 degrees 30 minutes 00 seconds E., 155.78 feet and S. 87 degrees 34 minutes 00 seconds W., 204.23 feet; thence N. 6 degrees 35 minutes 30 seconds E., 149.18 feet; thence N. 2 degrees 39 minutes 15 seconds W., 414.58 feet; thence N. 87 degrees 31 minutes 34 seconds E., 111.18 feet; thence S. 2 degrees 28 minutes 26 seconds E., 149.12 feet; thence N. 87 degrees 31 minutes 34 seconds E., 60.00 feet to the westerly line of Cahill Street established by that certain deed from The Southern Pacific Company, a corporation to the City of San Jose, recorded June 16, 1937 in Book 831, page 72, Official Records of Santa Clara County; thence along said westerly line and its southerly extension thereof S. 2 degrees 28 minutes 26 seconds E., 257.13 feet to the southerly line of San Fernando Street; thence along last said line N. 87 degrees 34 minutes 00 seconds E., 10.78 feet to the point of commencement.

CONTAINING 2.071 acres of land, more or less.

The bearings and distances used in the above description are on the California Coordinate System of 1927, Zone 3. Multiply the above distances by 1.0000487 to obtain ground distances."

APPENDIX 2

Description of Significant Features

San Jose Cahill Street Caltrain Station

Exterior: All historic exterior features located on the parcels being transferred by Caltrans to the Peninsula Corridor Joint Powers Board including brick masonry and mortar; roof; windows and doors and their frames, sashes, and glass; terra cotta cornice and decorative elements; wrought-iron fencing; subway and ramps from station to platforms; entrance marquis; flag pole; paint color of gate, grille, and fence; historic trees.

Interior: All historic materials including the mural; marble wainscoting; Caen stone plaster wall finish; terrazzo floor paving; oak benches; ticket counters and glass partitions; waiting room ceiling; restored Times Roman and Egyptian-style sans-serif typeface on signage; wall sconces; replicated chandelier; air grilles; floor tiles, baseboards and other historic materials in the restrooms.

PRESERVATION COVENANT

BURLINGAME CALTRAIN STATION

In consideration of the conveyance of certain improved real property, the Burlingame Caltrain Station, hereinafter referred to as the STATION, located in the City of Burlingame, San Mateo County, State of California, listed on the National Register of Historic Places as the "Burlingame Railroad Station", and which is more fully described in Appendix 1, by the California Department of Transportation (CALTRANS), to the Peninsula Corridor Joint Powers Board (BOARD), a public agency composed of representatives of the City and County of San Francisco, the San Mateo County Transit District, and the Santa Clara County Transit District, the BOARD hereby covenants on behalf of itself, its successors, and assigns at all times to the South Bay Historical Railroad Society (SOCIETY) to maintain and preserve all original exterior and interior architectural features and fixtures as described in Appendix 2, as follows:

1. The BOARD shall preserve and maintain the STATION in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, revised 1990) in order to preserve and enhance those qualities that make the STATION eligible for inclusion in the National Register of Historic Places.

2. All construction, alteration, remodeling, or installations shall conform to the State Historic Building Code (SHBC) (Title 24, Building Standards, Part 8).

3. No demolition, destruction, or significant alteration (except to restore for the preservation or enhancement of historic values) of the STATION shall occur without prior approval of the California Legislature by statute, in accordance with State Public Resources Code Section 5027, quoted herein:

Any building or structure that is listed on the National Register of Historic Places and is transferred from state ownership to another public agency shall not be demolished, destroyed, or

significantly altered, except for restoration to preserve its historical values, without the prior approval of the Legislature by statute. This section applies to any building or structure transferred from state ownership to another public agency after January 1, 1987. (Added by Stats. 1987, c. 1358, § 2.3)

4. The SOCIETY shall be permitted at all reasonable times to inspect the STATION in order to ascertain if the above conditions are being observed.

5. The SOCIETY shall be notified by the BOARD, its successors and assigns, of proposed plans for construction, alteration, remodeling, or installations which would affect the structural integrity or appearance of the STATION. The SOCIETY shall review and approve such proposed plans, at its discretion.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SOCIETY may, following reasonable notice to the BOARD, institute suit to enjoin said violation or to require the restoration of the STATION to CALTRANS.

7. The BOARD agrees that the SOCIETY may at its discretion, without prior notice to the BOARD, convey and assign all or part of its rights and responsibilities contained herein to another organization of similar responsibility.

8. This covenant is binding on the BOARD, its successors, and assigns. Restrictions, stipulations, and covenants contained herein shall be inserted by the BOARD verbatim or by express reference in any deed or other legal instrument by which it acquires title to the STATION and by which the BOARD divests itself of either the fee simple title or any other lesser estate in the STATION or any part thereof.

9. The failure of the SOCIETY to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

10. This covenant may be jointly amended or released in writing, and such amendment or release shall become effective upon its recordation in the Recorder's Office of San Mateo County, California for the STATION.

11. This covenant shall be binding servitude upon the STATION and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the BOARD agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

PENINSULA CORRIDOR JOINT POWERS BOARD

Tom Nolan
Chairperson _____ Date

SOUTH BAY HISTORICAL RAILROAD SOCIETY

Robert J. Dolci 4/10/02
Chairman of the Board _____ Date

APPENDIX 1

Burlingame Caltrain Station
Burlingame Avenue and California Drive
Burlingame, San Mateo County, California
Assessor's Parcel # 029-216-01
(Caltrans Parcel #47217-1)

"All that real property situate in the City of Burlingame, County of San Mateo, State of California, described as follows:

COMMENCING at the intersection of the northwesterly line of South Lane, 50.00 feet wide, with the northeasterly line of California Drive; thence along said northeasterly line N. 40 degrees 07 minutes 04 seconds W., 269.98 feet to the southeasterly line of North Lane; 50.00 feet wide; thence along last said line N. 49 degrees 52 minutes 56 seconds E., 21.67 feet to a line parallel with, distant southwesterly, at right angles, 18.00 feet from the centerline of the East-bound track; thence along said parallel line S. 61 degrees 01 minute 58 seconds E., 289.03 feet to the aforesaid northwesterly line of South Lane; thence along last said line S. 49 degrees 52 minutes 56 seconds W., 124.84 feet to the point of commencement.

CONTAINING 0.454 of an acre, more or less.

The bearings and distances used in the above description are on the California Coordinate System, Zone 3. Multiply the above distances by 1.0000678 to obtain ground level distances.

Grantor excepts from the property hereby conveyed that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property; however, Grantor, or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property or any part thereof lying between said surface and 500 feet below said surface.

Reserving therefrom an easement for railroad, transportation and communication purposes over, along and across the hereinabove 1.08 acre parcel of land to accommodate Grantor's present railroad, transportation and communication facilities."

The description of the parking lot parcel (Caltrans Parcel # 47234-1) is not included.

APPENDIX 2

Description of Significant Features

Burlingame Caltrain Station

All exterior features of the Depot, including roof tiles and metal caps and flashing; soffits and eaves; lath and stucco wall finish; canales; window and panelled door frames, sashes and historic-period hardware; fascia trim; metal air grilles; dentil moldings; paint colors; benches; historic-period landscaping; and historical marker. This building is partially roofed with 18th Century roof tiles taken in 1894 from Mission San Antonio de Padua and Mission Dolores Asistencia. These historic tiles require extreme care during any roof work.

Interior: flooring; benches; exposed rafters and ceiling panelling; wooden bulletin board; and interior wall and ceiling finish in the waiting room. Built-in cabinets and historic-period fixtures in the ticket office.

PRESERVATION COVENANT

MENLO PARK CALTRAIN STATION

In consideration of the conveyance of certain improved real property, the Menlo Park Caltrain Station, hereinafter referred to as the STATION, located in the City of Menlo Park, San Mateo County, State of California, listed on the National Register of Historic Places as "Menlo Park Railroad Station", and which is more fully described in Appendix 1, by the California Department of Transportation (CALTRANS), to the Peninsula Corridor Joint Powers Board (BOARD), a public agency composed of representatives of the City and County of San Francisco, the San Mateo County Transit District, and the Santa Clara County Transit District, the BOARD hereby covenants on behalf of itself, its successors, and assigns at all times to the South Bay Historical Railroad Society (SOCIETY) to maintain and preserve all original exterior and interior architectural features and fixtures as described in Appendix 2, as follows:

1. The BOARD shall preserve and maintain the STATION in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, revised 1990) in order to preserve and enhance those qualities that make the STATION eligible for inclusion in the National Register of Historic Places.

2. All construction, alteration, remodeling, or installations shall conform to the State Historic Building Code (SHBC) (Title 24, Building Standards, Part 8).

3. No demolition, destruction, or significant alteration (except to restore for the preservation or enhancement of historic values) of the STATION shall occur without prior approval of the California Legislature by statute, in accordance with State Public Resources Code Section 5027, quoted herein:

Any building or structure that is listed on the National Register of Historic Places and is transferred from state ownership to another public agency shall not be demolished, destroyed, or significantly altered, except for restoration to

preserve its historical values, without the prior approval of the Legislature by statute. This section applies to any building or structure transferred from state ownership to another public agency after January 1, 1987. (Added by Stats. 1987, c. 1358, § 2.3)

4. The SOCIETY shall be permitted at all reasonable times to inspect the STATION in order to ascertain if the above conditions are being observed.

5. The SOCIETY shall be notified by the BOARD, its successors and assigns, of proposed plans for construction, alteration, remodeling, or installations which would affect the structural integrity or appearance of the STATION. The SOCIETY shall review and approve such proposed plans, at its discretion.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SOCIETY may, following reasonable notice to the BOARD, institute suit to enjoin said violation or to require the restoration of the STATION to CALTRANS.

7. The BOARD agrees that the SOCIETY may at its discretion, without prior notice to the BOARD, convey and assign all or part of its rights and responsibilities contained herein to another organization of similar responsibility.

8. This covenant is binding on the BOARD, its successors, and assigns. Restrictions, stipulations, and covenants contained herein shall be inserted by the BOARD verbatim or by express reference in any deed or other legal instrument by which it acquires title to the STATION and by which the BOARD divests itself of either the fee simple title or any other lesser estate in the STATION or any part thereof.

9. The failure of the SOCIETY to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

10. This covenant may be jointly amended or released in writing, and such amendment or release shall become effective upon its recordation in the Recorder's Office of San Mateo County, California for the STATION.

11. This covenant shall be binding servitude upon the STATION and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the BOARD agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

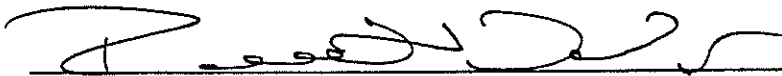
PENINSULA CORRIDOR JOINT POWERS BOARD



Chairperson

Date

SOUTH BAY HISTORICAL RAILROAD SOCIETY



Robert J. Dolci
Chairman of the Board

4/10⁹²

Date

APPENDIX 1

Menlo Park Caltrain Station
1100 Merrill Street
Menlo Park, San Mateo County, California
Assessor's Parcel #061-441-15
(Caltrans Parcel #47225-1)

"A parcel of land, being a portion of Lot 191, as said Lot is shown on the map entitled, "Plat of the lands of the Menlo Park Villa Association Southern Portion of Pulgas Ranch, San Mateo County," filed for record in the office of the County Recorder of said county, on September 14, 1863, in Book "C" of Maps at Page 6 and a copy entered in Book 2 of Maps at Page 40, Records of said county, said portion being more particularly described as follows:

Commencing at the point of intersection of the northeasterly line of Merrill Avenue, with the northwesterly line of Ravenswood Avenue as said avenues are shown upon that certain map entitled, "Map of Merrill Subdivision, Menlo Park, San Mateo County, Cal.," filed for record in Book 10 of Maps at Page 18, Records of said County; thence North 50 degrees 32 minutes 50 seconds West along said northeasterly line, 96.17 feet to the southwesterly corner of that certain 0.1417-acre parcel of land described in that certain Final Order of Condemnation, dated August 18, 1978, between City of Menlo Park, Plaintiff and Southern Pacific Railroad Company (now Southern Pacific Transportation Company), et al., Defendant, recorded August 25, 1978, in Reel 7774, Page 1600, Official Records of said County, and the True Point of Beginning of the parcel of land to be described; thence continuing North 50 degrees 32 minutes 50 seconds West along said northeasterly line of Merrill Avenue and the prolongation thereof, and also the southwesterly lines of that certain parcel of land, secondly described in Deed recorded in Volume 50 of Deeds, Page 202, Records of said County and that certain parcel of land in deed recorded in Liber 6 of Deeds, Page 209, Records of said County, 899.28 feet to the southwesterly corner of said parcel of land recorded in Liber 6 of Deeds, Page 209, in the southeasterly line of Oak Grove Avenue, as last said Avenue is shown on said map filed for record in Book "C" of Maps at Page 6; thence leaving last-described course, North 32 degrees 47 minutes 20 seconds East along said southeasterly line, 99.77 feet to a line parallel with and distant 18 feet southwesterly, measured at right angles from the existing center line of Southern Pacific Transportation Company's eastbound main track (San Francisco-San Jose); thence South 50 degrees 32 minutes 50 seconds East along said parallel line, 957.42 feet to a point in the northwesterly line of said 0.1417-acre parcel of land; thence along last said northwesterly line, the curvatures and course thereof as follows; southwesterly on a curve to the right, having a radius of 439.98 feet, a central angle of 11 degrees 36 minutes 17 seconds (tangent to said curve at last-mentioned point bears South 54 degrees 23 minutes 27 seconds West), an arc distance of 89.11

feet to a point of compound curve, southwesterly along said compound curve to the right, having a radius of 17.00 feet, a central angles of 62 degrees 57 minutes 45 seconds, an arc distance of 18.68 feet to a point, and South 39 degrees 27 minutes 10 seconds West 6.50 feet to the True Point of Beginning, containing an area of 2.123 acres, more or less.

Being Portions of the land described in the following two deeds:

1) Deed dated March 30, 1867, from Louis Golder to The San Francisco and San Jose Railroad Company, Recorded April 6, 1867, in Liber 6 of Deeds, Page 209, Records of said County.

2) Deed dated June 26, 1889, from Mary F.S. Searles to Southern Pacific Railroad Company, recorded July 17, 1889, in Volume 50 of Deeds, Page 202, Records of said County."

APPENDIX 2

Description of Significant Features

Menlo Park Caltrain Station

Passenger Depot: Exterior features including the wooden siding and shingles; all window frames and sashes except the modern metal windows in the enclosed shelter area; scored concrete floor in the shelter area; wooden shingle roof; roof cresting and finials; the eaves, soffits, and sawn brackets; wooden air vents; exterior doors and frames; wooden screen doors; all sawn and turned trimwork; historic exterior light fixtures and globes; palm trees.

Passenger Depot Interior: wainscoting; door and window trim and historic-period hardware; interior windows separating the offices; panelled doors; ticket counter; tongue-and-groove ceiling; and built-in cabinets.

Freight Depot: Exterior features including roofing material; siding and soffits; window sashes and trim; panel and freight doors and hardware. Interior wooden panelling.

PRESERVATION COVENANT

MILLBRAE CALTRAIN STATION

In consideration of the conveyance of certain improved real property, the Millbrae Caltrain Station, hereinafter referred to as the STATION, located in the City of Millbrae, San Mateo County, State of California, listed on the National Register of Historic Places as "Southern Pacific Depot", and which is more fully described in Appendix 1, by the California Department of Transportation (CALTRANS), to the Peninsula Corridor Joint Powers Board (BOARD), a public agency composed of representatives of the City and County of San Francisco, the San Mateo County Transit District, and the Santa Clara County Transit District, the BOARD hereby covenants on behalf of itself, its successors, and assigns at all times to the South Bay Historical Railroad Society (SOCIETY) to maintain and preserve all original exterior and interior architectural features and fixtures as described in Appendix 2, as follows:

1. The BOARD shall preserve and maintain the STATION in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, revised 1990) in order to preserve and enhance those qualities that make the STATION eligible for inclusion in the National Register of Historic Places.

2. All construction, alteration, remodeling, or installations shall conform to the State Historic Building Code (SHBC) (Title 24, Building Standards, Part 8).

3. No demolition, destruction, or significant alteration (except to restore for the preservation or enhancement of historic values) of the STATION shall occur without prior approval of the California Legislature by statute, in accordance with State Public Resources Code Section 5027, quoted herein:

Any building or structure that is listed on the National Register of Historic Places and is transferred from state ownership to another public agency shall not be demolished, destroyed, or significantly altered, except for restoration to

preserve its historical values, without the prior approval of the Legislature by statute. This section applies to any building or structure transferred from state ownership to another public agency after January 1, 1987. (Added by Stats. 1987, c. 1358, § 2.3)

4. The SOCIETY shall be permitted at all reasonable times to inspect the STATION in order to ascertain if the above conditions are being observed.

5. The SOCIETY shall be notified by the BOARD, its successors and assigns, of proposed plans for construction, alteration, remodeling, or installations which would affect the structural integrity or appearance of the STATION. The SOCIETY shall review and approve such proposed plans, at its discretion.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SOCIETY may, following reasonable notice to the BOARD, institute suit to enjoin said violation or to require the restoration of the STATION to CALTRANS.

7. The BOARD agrees that the SOCIETY may at its discretion, without prior notice to the BOARD, convey and assign all or part of its rights and responsibilities contained herein to another organization of similar responsibility.

8. This covenant is binding on the BOARD, its successors, and assigns. Restrictions, stipulations, and covenants contained herein shall be inserted by the BOARD verbatim or by express reference in any deed or other legal instrument by which it acquires title to the STATION and by which the BOARD divests itself of either the fee simple title or any other lesser estate in the STATION or any part thereof.

9. The failure of the SOCIETY to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

10. This covenant may be jointly amended or released in writing, and such amendment or release shall become effective upon its recordation in the Recorder's Office of San Mateo County, California for the STATION.

11. This covenant shall be binding servitude upon the STATION and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the BOARD agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

PENINSULA CORRIDOR JOINT POWERS BOARD

Tom Nolan

Chairperson

Date

SOUTH BAY HISTORICAL RAILROAD SOCIETY

Robert J. Dolci

4/10/02

Robert J. Dolci
Chairman of the Board

Date

APPENDIX 1

Millbrae Caltrain Station
21 E. Millbrae Avenue
Millbrae, San Mateo County, California
Assessor's Parcel #024-355-01
(Caltrans Parcel # 47215)

"All that certain real property situate in the City of Millbrae, County of San Mateo, State of California, as follows:

COMMENCING at the southwesterly terminus of the course with a length of 50.93 feet as described in that 0.994-acre parcel of land by deed to Southern Pacific Railroad Company recorded June 27, 1900 in Deed Book 87, page 128, Records of San Mateo County; thence along said course and its northeasterly prolongation thereof N. 55 degrees 16 minutes 59 seconds E., 57.94 feet to a line parallel with, distant southwesterly, at right angles, 18.00 feet from the centerline of the Eastbound Track; thence along said parallel line S. 37 degrees 49 minutes 28 seconds W., 761.93 feet; thence S. 48 degrees 32 minutes 01 second W., 11.87 feet to the southwesterly line of said 0.994-acre parcel; thence along last said line N. 43 degrees 26 minutes 05 seconds W., 165.82 feet, N. 52 degrees 55 minutes 05 seconds W., 74.76 feet to the point of commencement.

CONTAINING 1.08 acres, more or less, including 0.109 of an acre, more or less, in Millbrae Avenue.

Reserving unto Grantor a non-exclusive easement for ingress and egress, over and across the southeasterly 24.00 feet of the hereinabove described parcel.

The bearings and distances used in the above description are on the California Coordinate System, Zone 3. Multiply the above distances, by 1.0000678 to obtain ground level distances.

Grantor excepts from the property hereby conveyed that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property; however, Grantor, or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property or any part thereof lying between said surface and 500 feet below said surface.

Reserving therefrom an easement for railroad, transportation and communication purposes over, along and across the hereinabove 1.08 acre parcel of land to accommodate Grantor's present railroad, transportation and communication facilities."

APPENDIX 2

Descriptions of Significant Features

Millbrae Caltrain Station

All exterior features of the Depot building, including the wooden siding; the window, transom, baggage door and office door frames, sashes and hardware; soffit, knee-brackets and eaves; columns; wooden roof shingles; paint colors, and Millbrae Historical Society plaque.

Any original interior features including lath-and-plaster walls and wooden wainscot.

PRESERVATION COVENANT

SAN CARLOS CALTRAIN STATION

In consideration of the conveyance of certain improved real property, the San Carlos Caltrain Station, hereinafter referred to as the STATION, located in the City of San Carlos, San Mateo County, State of California, listed on the National Register of Historic Places as "Southern Pacific Depot", and which is more fully described in Appendix 1, by the California Department of Transportation (CALTRANS), to the Peninsula Corridor Joint Powers Board (BOARD), a public agency composed of representatives of the City and County of San Francisco, the San Mateo County Transit District, and the Santa Clara County Transit District, the BOARD hereby covenants on behalf of itself, its successors, and assigns at all times to the South Bay Historical Railroad Society (SOCIETY) to maintain and preserve all original exterior and interior architectural features and fixtures as described in Appendix 2, as follows:

1. The BOARD shall preserve and maintain the STATION in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, revised 1990) in order to preserve and enhance those qualities that make the STATION eligible for inclusion in the National Register of Historic Places.

2. All construction, alteration, remodeling, or installations shall conform to the State Historic Building Code (SHBC) (Title 24, Building Standards, Part 8).

3. No demolition, destruction, or significant alteration (except to restore for the preservation or enhancement of historic values) of the STATION shall occur without prior approval of the California Legislature by statute, in accordance with State Public Resources Code Section 5027, quoted herein:

Any building or structure that is listed on the National Register of Historic Places and is transferred from state ownership to another public

agency shall not be demolished, destroyed, or significantly altered, except for restoration to preserve its historical values, without the prior approval of the Legislature by statute. This section applies to any building or structure transferred from state ownership to another public agency after January 1, 1987. (Added by Stats. 1987, c. 1358, § 2.3)

4. The SOCIETY shall be permitted at all reasonable times to inspect the STATION in order to ascertain if the above conditions are being observed.

5. The SOCIETY shall be notified by the BOARD, its successors and assigns, of proposed plans for construction, alteration, remodeling, or installations which would affect the structural integrity or appearance of the STATION. The SOCIETY shall review and approve such proposed plans, at its discretion.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SOCIETY may, following reasonable notice to the BOARD, institute suit to enjoin said violation or to require the restoration of the STATION to CALTRANS.

7. The BOARD agrees that the SOCIETY may at its discretion, without prior notice to the BOARD, convey and assign all or part of its rights and responsibilities contained herein to another organization of similar responsibility.

8. This covenant is binding on the BOARD, its successors, and assigns. Restrictions, stipulations, and covenants contained herein shall be inserted by the BOARD verbatim or by express reference in any deed or other legal instrument by which it acquires title to the STATION and by which the BOARD divests itself of either the fee simple title or any other lesser estate in the STATION or any part thereof.

9. The failure of the SOCIETY to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

10. This covenant may be jointly amended or released in writing, and such amendment or release shall become effective upon its recordation in the Recorder's Office of San Mateo County, California for the STATION.

12. This covenant shall be binding servitude upon the STATION and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the BOARD agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

PENINSULA CORRIDOR JOINT POWERS BOARD

Tom Nolan

Chairperson

Date

SOUTH BAY HISTORICAL RAILROAD SOCIETY

Robert J. Dolci

4/10/92

Robert J. Dolci
Chairman of the Board

Date

APPENDIX 1

San Carlos Caltrain Station
559 El Camino Real
San Carlos, San Mateo County, California
Assessor's Parcel #050-076-03
(Caltrans Parcel # 47222-1)

"That certain parcel of land, situate in the County of San Mateo, State of California, and more particularly described as follows:

Portion of Blocks 4 and 5, and that certain tract of land lying between said blocks, as said blocks and tract are shown on the map entitled, "Town of San Carlos, San Mateo County, California", which map was filed in the Office of the Recorder of said county, on September 4, 1888 in Book "B" of Maps, page 19, and a copy entered Map Book 1, page 76, said portion being described as follows:

COMMENCING at the intersection of the southeasterly line of that parcel of land described in that certain deed to Gilmore Oil Company, a corporation recorded September 23, 1941 in Book 975, page 389 (33168-E), Official Records of San Mateo County, with the northeasterly line of the strip of land described in the deed to the State of California, recorded April 7, 1938 in Book 775, page 475 (28544-D), Official Records of said county, last said line being also the northeasterly line of El Camino Real; thence along last said line S. 42 degrees 32 minutes 42 seconds E. 998.26 feet; thence N. 48 degrees 40 minutes 20 seconds E., 97.45 feet; thence N. 39 degrees 15 minutes 34 seconds W., 229.27 feet; then N. 41 degrees 49 minutes 19 seconds W., 343.63 feet; thence N. 40 degrees 58 minutes 10 seconds W., 184.50 feet; thence N. 40 degrees 58 minutes 10 seconds W., 245.16 feet; then N. 41 degrees 19 minutes 40 seconds W., 98.36 feet to the southeasterly line of Holly Street; thence along last said line S. 47 degrees 27 minutes 18 seconds W., 57.89 feet to the northeasterly line of said Gilmore Oil Company parcel (975 OR 389); thence along last said line S. 47 degrees 27 minutes 18 seconds W., 68.65 feet to the point of commencement.

CONTAINING 2.753 acres, more or less.

The bearings and distances used in the above description are on the California Coordinate System, Zone 3. Multiply the above distances by 1.0000632 to obtain ground level distances.

Grantor excepts from the property hereby conveyed that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property; however, Grantor, or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property or any part thereof lying between said surface and 500 feet below said surface.

This Grant is subject to easements, covenants, conditions, reservations and restrictions of record."

APPENDIX 2

Description of Significant Features

San Carlos Caltrain Station

All exterior features of the Depot (consisting of the ticket office/waiting room and baggage room connecting by a covered breezeway), including sandstone masonry; mortar color, composition, and beaded application; slate roof; roof cresting; roof finials; flashing, gutters and downspouts; fascia and cornice molding; soffits and eaves; dentil course on tower; braces under roof eaves; windows, panelled doors; bay doors; historic-period hardware; scored concrete paving in loggia; historic exterior light fixtures and globes; and existing paint colors.

Interior: scored concrete floor; window sills and historic-period hardware; brick fireplace; interior wall finish; historic-period tile flooring in restrooms; historic-period doors and bathroom fixtures.

PRESERVATION COVENANT
SANTA CLARA CALTRAIN STATION

In consideration of the conveyance of certain improved real property, the Santa Clara Caltrain Station, hereinafter referred to as the STATION, located in the City of Santa Clara, Santa Clara County, State of California, listed on the National Register of Historic Places as "Santa Clara Depot", and which is more fully described in Appendix 1, by the California Department of Transportation (CALTRANS), to the Peninsula Corridor Joint Powers Board (BOARD), a public agency composed of representatives of the City and County of San Francisco, the San Mateo County Transit District, and the Santa Clara County Transit District, the BOARD hereby covenants on behalf of itself, its successors, and assigns at all times to the South Bay Historical Railroad Society (SOCIETY) to maintain and preserve all original exterior and interior architectural features and fixtures as described in Appendix 2, as follows:

1. The BOARD shall preserve and maintain the STATION in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, revised 1990) in order to preserve and enhance those qualities that make the STATION eligible for inclusion in the National Register of Historic Places.

2. All construction, alteration, remodeling, or installations shall conform to the State Historic Building Code (SHBC) (Title 24, Building Standards, Part 8).

3. No demolition, destruction, or significant alteration (except to restore for the preservation or enhancement of historic values) of the STATION shall occur without prior approval of the California Legislature by statute, in accordance with State Public Resources Code Section 5027, quoted herein:

Any building or structure that is listed on the
National Register of Historic Places and is

transferred from state ownership to another public agency shall not be demolished, destroyed, or significantly altered, except for restoration to preserve its historical values, without the prior approval of the Legislature by statute. This section applies to any building or structure transferred from state ownership to another public agency after January 1, 1987. (Added by Stats. 1987, c. 1358, § 2.3)

4. The SOCIETY shall be permitted at all reasonable times to inspect the STATION in order to ascertain if the above conditions are being observed.

5. The SOCIETY shall be notified by the BOARD, its successors and assigns, of proposed plans for construction, alteration, remodeling, or installations which would affect the structural integrity or appearance of the STATION. The SOCIETY shall review and approve such proposed plans, at its discretion.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SOCIETY may, following reasonable notice to the BOARD, institute suit to enjoin said violation or to require the restoration of the STATION to CALTRANS.

7. The BOARD agrees that the SOCIETY may at its discretion, without prior notice to the BOARD, convey and assign all or part of its rights and responsibilities contained herein to another organization of similar responsibility.

8. This covenant is binding on the BOARD, its successors, and assigns. Restrictions, stipulations, and covenants contained herein shall be inserted by the BOARD verbatim or by express reference in any deed or other legal instrument by which it acquires title to the STATION and by which the BOARD divests itself of either the fee simple title or any other lesser estate in the STATION or any part thereof.

9. The failure of the SOCIETY to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

10. This covenant may be jointly amended or released in writing, and such amendment or release shall become effective upon its recordation in the Recorder's Office of Santa Clara County, California for the STATION.

11. This covenant shall be binding servitude upon the STATION and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the BOARD agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

PENINSULA CORRIDOR JOINT POWERS BOARD



Chairperson

Date

SOUTH BAY HISTORICAL RAILROAD SOCIETY

 4/10⁹²

Robert J. Dolci
Chairman of the Board

Date

APPENDIX 1

Santa Clara Caltrain Station
1 Railroad Avenue
Santa Clara, Santa Clara County, California
Assessor's Parcel #230-06-024
(Caltrans Parcel #47231)

"All that real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Beginning for reference at the most northerly corner of PARCEL 1 as shown on the Record of Survey Map entitled Security Warehouse and Cold Storage Company, which map was filed October 16, 1958 in Map Book 98, page 49, in the Office of the Recorder of Santa Clara County thence along the northwesterly line of said parcel S. 33 degrees 05 minutes 05 seconds W., 1.92 feet to the northeasterly line of Railroad Avenue thence along last said line N. 57 degrees 38 minutes 32 seconds W., 22.50 feet to the TRUE POINT OF COMMENCEMENT; thence continuing along said northeasterly line and its westerly prolongation N. 57 degrees 38 minutes 32 seconds W. 605.15 feet to the centerline of Benton Street thence along last said line N. 34 degrees 06 minutes 08 seconds E., 76.63 feet to a line parallel with, distant southwesterly at right angles, 20.00 feet from the centerline of the Eastbound railroad track; thence along said parallel line from a tangent that bears S. 58 degrees 31 minutes 20 seconds E., along a curve to the right, with a radius of 11, 432.03 feet, through an angle of 1 degree 42 minutes 34 seconds, an arc length of 341.07 feet and S. 56 degrees 48 minutes 46 seconds, 262.85 feet; thence S. 33 degrees 11 minutes 14 seconds W., 72.95 feet to the TRUE POINT OF COMMENCEMENT."

CONTAINING 1.060 acres, more or less.

Also, that portion of land described in deed dated September 7, 1877, from Chas. McLaughlin to Southern Pacific Railroad Company, recorded September 8, 1877 in Book 45 of Deeds, Page 553, Records of said County, lying southwesterly of the northeasterly line of said 1.060 acre parcel and its northwesterly continuation thereof and northwesterly of the southeasterly line of said 1.060 acre parcel and its southwesterly prolongation thereof.

Excepting therefrom that portion included within the above described 1.060 acre.

The bearings and distance used in the above description are on the California Coordinate System, Zone 3. Multiply the above distance by 1.0000448 to obtain ground level distances."

APPENDIX 2

Description of Significant Features

Santa Clara Caltrain Station

All exterior features of the Passenger Depot/Freight House building, including board-and-batten walls; wood shingle roof; panel and freight doors; double-hung windows; exterior light fixtures; signage; paint colors; and loading dock.

Interior wood wall panelling in agent's office; counter in bay window; panelling and cornice mouldings in baggage room; freight and baggage door hardware.