

29562

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

Between

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

SELLER

And

**CITY OF LONG BEACH,
a municipal corporation of the State of California**

BUYER

DATED: August 8, 2005

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - PROPERTY	1
ARTICLE 2 - PURCHASE PRICE.....	1
2.1 Purchase Price	1
2.2 Payment of Purchase Price.....	2
2.3 Waiver of Right to Record Lis Pendens	2
ARTICLE 3 - "AS IS" SALE; RELEASE AND INDEMNITY; INSPECTION.....	2
3.1 As Is Sale; Release and Indemnity.....	2
3.1.1...."As Is" Sale	2
3.1.2....Release	3
3.1.3....Indemnity	4
3.1.4....Survival	4
3.2 Inspection.....	4
ARTICLE 4 - TITLE TO PROPERTY	5
4.1 Title.....	5
4.2 Extended Coverage	6
ARTICLE 5 - BUYER'S CONDITIONS TO CLOSING.....	6
5.1 Approval of Title.....	6
5.2 Feasibility Review	7
5.3 Buyer's Contingency	7
5.4 Compliance by Seller.....	7
ARTICLE 6 - SELLER'S CONDITIONS TO CLOSING.....	7
ARTICLE 7 - OPENING AND CLOSING OF ESCROW.....	8
7.1 Opening of Escrow and Escrow Instructions.....	8
7.2 Closing	8
7.2.1....Closing Date.....	8
7.2.2....Preclosing Conditions	8
7.2.3....Failure to Close.....	8
7.2.4....Notification; Closing Statements	9
7.3 Deliveries by Seller.....	9
7.3.1....Deed	9
7.3.2....Transfer Tax Letter	9

7.3.3....Non-Foreign Status Certificate	9
7.3.4....California Form 597-W.....	9
7.3.5....Other Documents	9
7.4 Deliveries by Buyer	9
7.4.1....Purchase Price.....	10
7.4.2....Other Documents	10
7.5 Other Instruments.....	10
7.6 Prorations	10
7.7 Special Taxes, Bonds or Assessments	10
7.8 Costs and Expenses.....	10
7.9 Disbursement of Funds	11
7.10 Delivery of Documents	11
7.11 Supplemental Taxes.....	11
ARTICLE 8 - REPRESENTATIONS, WARRANTIES AND COVENANTS	11
8.1 Representations, Warranties and Covenants of Seller	11
8.1.1....Organization.....	12
8.1.2....Enforceability.....	12
8.2 Representations, Warranties and Covenants of Buyer.....	12
8.2.1....Organization.....	12
8.2.2....Enforceability.....	12
8.2.3....Bankruptcy	12
8.3 Mutual Representations and Covenants, Brokers and Finders	12
ARTICLE 9 - CONDEMNATION.....	13
ARTICLE 10 - POSSESSION	13
ARTICLE 11 - MISCELLANEOUS.....	13
11.1 Agreement Expenses.....	13
11.2 Satisfaction or Waiver of Contingencies	13
11.3 Successors and Assigns.....	13
11.4 Parties in Interest.....	13
11.5 Entire Agreement.....	14
11.6 Amendment.....	14
11.7 Waiver.....	14
11.8 Timeliness	14
11.9 Notices	14
11.10 Governing Law and Venue	15
11.11 Effect of Headings	15
11.12 Invalidity	15
11.13 Counterparts.....	15
11.14 Number and Gender.....	15
11.15 Joint and Several Liability	15

11.16 Recording.....15
 11.17 Further Assurances.....15
 11.18 Advice of Professionals16
 11.19 Negotiated Terms.....16
 11.20 Recitals and Exhibits16
 11.21 Professional Fees and Costs.....16
 11.22 Confidentiality16
 11.23 Not an Offer16
 11.24 Back-Up Offers.....16
 11.25 Severability17
 11.26 Merger.....17
 11.27 Tax-Deferred Exchange.....17

SIGNATURES.....17

EXHIBITS:

- EXHIBIT A - PRINT OF PROPERTY
- EXHIBIT B - GRANT DEED
- EXHIBIT C - ESCROW HOLDER GENERAL PROVISIONS
- EXHIBIT D - SEPARATE STATEMENT OF DOCUMENTARY TRANSFER TAX

Chicago Title company
 ("Escrow Holder")
 700 South Flower Street, Suite 900
 Los Angeles, California 90017
 Attention: Gus Aguilar
 Telephone: 213-488-4354
 Facsimile: 213-612-4116

Escrow No. 41023527 x81

Date of Opening of
 Escrow: Aug 10, 2005

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS is made as of August 8, 2005 ("Execution Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Seller"), and CITY OF LONG BEACH, a municipal corporation of the State of California ("Buyer").

ARTICLE 1 PROPERTY

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain real property (the "Property") in Long Beach, Los Angeles County, California, shown on the print attached hereto as **Exhibit A**, subject to the terms and conditions set forth herein, any and all applicable federal, state and local laws, orders, rules, regulations, any and all outstanding rights of record or open and obvious on the ground, and all matters set forth in the form of Grant Deed attached hereto as **Exhibit B** (the "Deed"), including, without limitation, the following reservation:

EXCEPTING from this sale and RESERVING unto Seller, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Seller, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Buyer, its successors or assigns.


ARTICLE 2 PURCHASE PRICE


2.1 Purchase Price. The purchase price ("Purchase Price") for the Property is ONE MILLION SEVEN HUNDRED NINETY THOUSAND EIGHT HUNDRED SIXTY AND 50/100 DOLLARS (\$1,790,860.50), calculated on the basis of Thirteen and 75/100 Dollars (\$13.75) per gross square foot of approximately 130,244.4 square feet.

2.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

At least one (1) business day prior to the Closing Date (as defined in Section 7.2.1), Buyer shall deliver to Escrow Holder a sum equal to the Purchase Price, together with Buyer's share of prorations and costs of Escrow as provided in Sections 7.6 through 7.8, such sum to be paid by cash deposit, Major Bank Check or confirmed wire transfer of U.S. funds for immediate credit.

2.3 Waiver of Right to Record Lis Pendens. AS A MATERIAL CONSIDERATION FOR SELLER ENTERING INTO THIS AGREEMENT, BUYER EXPRESSLY WAIVES (A) ANY RIGHT UNDER CALIFORNIA CODE OF CIVIL PROCEDURE, PART II, TITLE 4.5 (SECTIONS 405 - 405.61) OR AT COMMON LAW OR OTHERWISE TO RECORD OR FILE A LIS PENDENS OR A NOTICE OF PENDENCY OF ACTION OR SIMILAR NOTICE AGAINST ALL OR ANY PORTION OF THE PROPERTY, (B) ITS RIGHT TO SPECIFIC PERFORMANCE IN CONNECTION WITH ANY ALLEGED DEFAULT BY SELLER HEREUNDER AND (C) ITS RIGHT TO BRING ANY ACTION THAT WOULD IN ANY WAY AFFECT TITLE TO OR THE RIGHT OF POSSESSION OF ALL OR ANY PORTION OF THE PROPERTY. BUYER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. BUYER ACKNOWLEDGES AND AGREES THAT PRIOR TO THE ACTUAL CLOSE OF ESCROW, BUYER DOES NOT AND SHALL NOT HAVE ANY RIGHT, TITLE AND/OR INTEREST IN THE PROPERTY OR ANY PORTION THEREOF. BUYER AND SELLER HEREBY EVIDENCE THEIR SPECIFIC AGREEMENT TO THE TERMS OF THIS WAIVER BY PLACING THEIR SIGNATURES OR INITIALS IN THE PLACE PROVIDED HEREINAFTER.

SELLER: 

BUYER: 

ARTICLE 3

"AS IS" SALE; RELEASE AND INDEMNITY; INSPECTION

3.1 As Is Sale; Release and Indemnity.

3.1.1 "As Is" Sale. Buyer and its representatives, prior to the Closing Date, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives desire, including, without limitation, governmental laws and regulations to which the Property is subject, and Buyer shall accept or not accept the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Seller shall deliver to Buyer copies of any maps or any other non-privileged documents pertaining to the Property which are contained in Seller's current Real Estate files located in Omaha, Nebraska. Buyer acknowledges and agrees that the Property is to be sold and conveyed to and accepted by Buyer in an "as is" condition with all faults, and that the Property has been used as railroad right of way. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property or any

of such related matters; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

3.1.2 **Release.** BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, SELLER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON ACTING ON BEHALF OF SELLER, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. WITH RESPECT TO THE FOREGOING RELEASE, BUYER EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

BUYER HEREBY EVIDENCES ITS SPECIFIC AGREEMENT TO THE TERMS OF THIS RELEASE BY PLACING ITS SIGNATURE OR INITIALS IN THE PLACE PROVIDED HEREINAFTER.



Buyer's Initials

3.1.3 Indemnity. FROM AND AFTER CLOSING, BUYER SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE CONDITION OF THE PROPERTY ARISING AFTER CLOSING, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

3.1.4 Survival. The provisions of this Section 3.1 shall survive the Closing and the delivery of the Deed.

3.2 Inspection.

3.2.1 During the term of the Feasibility Review Period (as defined in Section 5.2 hereof), Buyer and its representatives (including architects and engineers) shall have the right to enter upon and inspect the Property and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of California as Buyer may reasonably require; provided that such inspections and tests shall not materially damage the Property in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that Buyer notifies Seller in writing at least forty-eight (48) hours prior to the date that each and every of such testing or inspections are to be conducted on the Property and provides evidence, satisfactory to Seller, of the availability of adequate public liability and other insurance, which insurance shall name Seller as an additional insured. Following each entry by Buyer on the Property, Buyer shall promptly restore the Property to its original condition as existed prior to any such inspections and/or tests. If Buyer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed shall be recompacted to the original condition of the Property and Buyer shall obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Property. Buyer agrees to indemnify, hold harmless and defend (with counsel acceptable to Seller) Seller and Seller's affiliates ("Seller's affiliates" means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller),

its and their officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Property by, or the presence thereon of, Buyer, its officers, agents or employees and occurs from any such cause. If Buyer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Buyer shall immediately notify Seller of the same. The indemnity obligations of Buyer under this Section shall survive any termination of this Agreement or the delivery of the Deed (as hereafter defined) and the transfer of title. As a material consideration for Seller entering into this Agreement, Buyer covenants and agrees, upon request by Seller, to promptly deliver to Seller, without charge therefor, the results and copies of any and all surveys, reports, tests, studies or assessments made by or for Buyer, development approvals and correspondence with governmental entities with respect to the Property.

3.2.2 Buyer covenants and agrees to pay in full for all materials joined or affixed to the Property and to pay in full all persons who perform labor upon the Property, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Property for any work done or materials furnished thereon at the instance or request or on behalf of Buyer; and Buyer agrees to indemnify, hold harmless and defend (with counsel acceptable to Seller) Seller and Seller's affiliates, its and their officers, agents, servants and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing.

ARTICLE 4 TITLE TO PROPERTY

4.1 Title. At the Closing (as defined in Section 7.2.1), Seller shall execute and deliver to Buyer the Deed to the Property in the form of **Exhibit B** attached hereto. Title shall be evidenced by the issuance by Chicago Title Company (the "Title Company") of an ALTA Standard Coverage Owner's Policy of Title Insurance with Western Regional Exceptions in the full amount of the Purchase Price (the "Title Policy"), insuring fee simple title to the Property in Buyer, subject only to:

4.1.1 A lien to secure payment of real property taxes and assessments, not delinquent;

4.1.2 Matters affecting the condition of title created or permitted to be created by or with the written consent of Buyer;

4.1.3 Standard exceptions in the Title Policy, and exceptions which are disclosed by the Title Report described in Section 5.1 or any supplementary report and which are approved or deemed approved by Buyer in accordance with Section 5.1; and

4.1.4 Any other exceptions or reservations set forth in the Deed.

4.2 Extended Coverage. Buyer, at its option and at its sole cost and expense, shall have the right to obtain ALTA extended coverage and/or an ALTA survey, provided, however, that the failure to obtain such extended coverage shall not be a condition to nor delay the Close of Escrow beyond the Closing Date set forth in Section 7.2.1 below.

ARTICLE 5 BUYER'S CONDITIONS TO CLOSING

The following are conditions precedent to Buyer's obligation to purchase the Property:

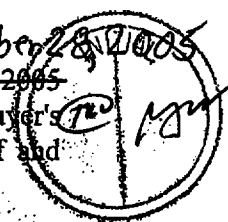
5.1 Approval of Title.

(a) Buyer is in receipt of a preliminary title report on the Property issued by Chicago Title Company dated as of August 18, 2004, Order No. 4103527-X49 ("Title Report"), together with copies of the available documents underlying the exceptions contained therein. Within fifteen (15) days after Opening of Escrow ("Title Contingency Date"), Buyer shall deliver written notice to Seller ("Buyer's Title Notice") of all matters of title to the Property disapproved by Buyer ("Disapproved Items"). Buyer's failure to deliver Buyer's Title Notice by the Title Contingency Date shall be deemed to be Buyer's approval of all existing title matters. If Buyer timely notifies Seller of Disapproved Items and all or some of the Disapproved Items (except for those Disapproved Items, if any, which will be removed upon the Close of Escrow in accordance with the terms of this Agreement) are not cured or deleted as exceptions to title within fifteen (15) days after Seller's receipt of Buyer's Title Notice ("Seller's Cure Period"), Buyer shall have the option of either waiving its disapproval of such Disapproved Items and proceeding to the Close of Escrow or terminating this Agreement, in which event the provisions of Section 5.1(b) shall govern. The procurement by Seller of a commitment for the issuance of the Title Policy, or an endorsement thereto, insuring Buyer against any Disapproved Item set forth in Buyer's Title Notice, shall be deemed a cure by Seller of such Disapproved Item. In the event Buyer elects to terminate this Agreement pursuant to this Section 5.1, Buyer shall notify Seller of its election by written notice no later than five (5) days after expiration of Seller's Cure Period. Buyer's failure to timely deliver written notice to Seller of its election shall be deemed to be Buyer's election to proceed to the Close of Escrow and to waive its disapproval of such Disapproved Items. In no event shall Seller's failure to cure or delete as exceptions to the Title Policy any Disapproved Items be deemed to be a breach of this Agreement by Seller or entitle Buyer to any offset against the Purchase Price.

(b) If this Agreement is terminated pursuant to this Section 5.1, Buyer and Seller shall each pay one-half (1/2) of the "cost of cancellation of the Escrow" (as hereinafter defined), and neither party shall have any further rights or obligations under this Agreement other than the

obligations of and indemnity by Buyer in Section 3.2 hereof, the confidentiality provisions of Section 11.22 and the provisions of Sections 8.3 and 11.21 hereof (hereafter "Surviving Obligations"). The term "cost of cancellation of the Escrow", as used herein shall be the costs accrued and charged by Escrow Holder and the Title Company for the cancellation of Escrow and the preparation of the Title Report, only.

5.2 Feasibility Review. Buyer shall have approved on or before ~~May 15, 2005~~ ^{September 28, 2005} ("Feasibility Review Period"), the condition of the Property and the feasibility of Buyer's development plan therefor. Buyer's feasibility review shall pertain to Buyer's review of and satisfaction with the following:



- (i) The availability of approvals by all governmental bodies having jurisdiction over the Property for Buyer's intended development thereof; and
- (ii) Buyer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Property.

Buyer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of Buyer's disapproval of any of the foregoing matters; provided, however, that if Buyer fails to notify Seller and Escrow Holder of Buyer's disapproval of the feasibility of Buyer's proposed development of the Property by written notice delivered to Seller no later than the date of expiration of the Feasibility Review Period, Buyer shall be deemed to have approved the feasibility and this condition shall be deemed satisfied. If this Agreement is terminated pursuant to the foregoing provisions of this Section 5.2, Buyer and Seller shall each pay one-half (1/2) of the cost of the cancellation of Escrow, and neither party shall have any further rights or obligations under this Agreement (except for the Surviving Obligations).

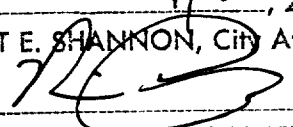
5.3 Buyer's Contingency. Buyer's obligation to complete this transaction is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents by Buyer and the delivery of same to Escrow Holder constitutes said approval and acceptance.

5.4 Compliance by Seller. Seller shall have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Seller.

**ARTICLE 6
SELLER'S CONDITIONS TO CLOSING**

It is a condition precedent to Seller's obligation to sell the Property that Buyer shall have complied with each and every condition and material covenant of this Agreement to be kept or complied with by Buyer.

APPROVED AS TO FORM

7/25, 2005
ROBERT E. SHANNON, City Attorney
By  DEPUTY CITY ATTORNEY

7/25, 2005

ROBERT E. SHANNON, City Attorney

By  1830-60

DEPUTY CITY ATTORNEY

**ARTICLE 7
OPENING AND CLOSING OF ESCROW**

7.1 Opening of Escrow and Escrow Instructions. Upon execution of this Agreement, the parties shall deposit three (3) executed counterparts of this Agreement with Escrow Holder ("Opening of Escrow") and this instrument shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby, including Escrow Holder's general provisions which are contained in **Exhibit C** attached hereto to the extent said general provisions do not conflict with the provisions contained in these Escrow Instructions. Escrow Holder shall insert the date of the Opening of Escrow on the upper right hand corner of the first page of this Agreement on each of the three counterparts. The Opening of Escrow shall be the date upon which Escrow Holder has received executed counterparts of this Agreement from both Buyer and Seller. Escrow Holder shall deliver to both Buyer and Seller a set of counterparts of the Agreement executed by Buyer, Seller and Escrow Holder and shall retain a set in Escrow. Escrow Holder shall only be responsible for undertaking such matters in connection with the Closing as are specifically provided for herein or in any additional or supplementary escrow instructions delivered by the parties. In the event the Opening of Escrow has not occurred by ~~March 15, 2005~~, this Agreement, and the terms and conditions contained herein, shall be null and void and of no further force and effect.

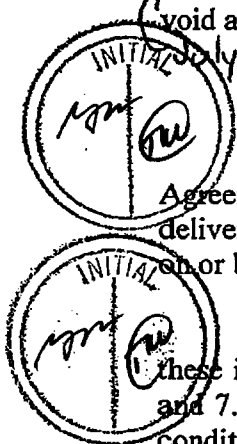
July 28, 2005
7.2 Closing.

7.2.1 Closing Date. The consummation of the transaction contemplated by this Agreement and recording of the Deed (the "Closing" or "Close of Escrow") shall occur and delivery of all items to be made at the Closing under the terms of this Agreement shall be made on or before ~~June 15, 2005~~ (the "Closing Date").

October 28, 2005

7.2.2 Preclosing Conditions. Provided that Escrow Holder can comply with these instructions, that Escrow Holder has received the deliveries described in Sections 7.3, 7.4 and 7.5 below, that Escrow Holder has not received prior written notice from a party that any condition to such party's obligations has not been fulfilled, or that Buyer has elected to terminate its rights and obligations hereunder or Seller has elected to terminate its rights and obligations hereunder and the Title Company has issued or is unconditionally committed to issue to Buyer, as of the Closing Date, the Title Policy, then Escrow Holder is authorized and instructed to (a) record the Deed, (b) deliver the Purchase Price to Seller, less prorations and costs of Escrow in accordance with Sections 7.6, 7.7 and 7.8 below, (c) deliver a conformed copy of the recorded Deed to Buyer and Seller, and (d) deliver the closing statements to Buyer and Seller in accordance with Section 7.2.4 below. Escrow Holder is instructed to request that the amount of the documentary transfer tax due be shown on a separate paper and affixed to the Deed by the County Recorder after the permanent record is made, which request shall be in the form of **Exhibit D.**

7.2.3 Failure to Close. If the Closing does not occur on or before the Closing Date, then either party not then in default may elect to terminate this Agreement and cancel Escrow by giving written notice of such termination and cancellation to the other party and to Escrow Holder. In the event of such termination and cancellation, neither party shall have any



further obligations hereunder (other than the Surviving Obligations) and all documents and other instruments shall be returned to the party depositing the same into Escrow. In the event neither party is in default, then the cost of cancellation of Escrow shall be shared equally between Buyer and Seller. In the event only one of the parties hereto is in default or if this Agreement expressly so provides, then such defaulting party shall pay for the entire cost of cancellation of Escrow. The termination of this Agreement and cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights, as said rights may be limited by the terms contained in this Agreement, that Buyer or Seller may have against each other arising out of this Agreement and the Escrow. If neither party so elects to terminate this Agreement and cancel Escrow, Escrow Holder shall close the Escrow as soon as possible.

7.2.4 Notification; Closing Statements. If Escrow Holder cannot comply with the instructions herein and to be provided, Escrow Holder is not authorized to cause the recording of the Deed or close the Escrow. If Escrow Holder is unable to cause the recording of the Deed, Escrow Holder shall notify Michael Conway at (562) 570-5282 and Garry A. Malmberg at (402) 544-8586, without delay. If Escrow Holder is able to comply with the instructions herein and to be provided, immediately after the Closing, Escrow Holder shall deliver to Seller at the addresses provided in Section 11.9 a true, correct and complete copy of the Seller's closing statement, in the form customarily prepared by Escrow Holder and shall deliver to Buyer at the address provided in Section 11.9 a true, correct and complete copy of Buyer's closing statement, in the form customarily prepared by Escrow Holder.

7.3 Deliveries by Seller. Not later than one (1) business day prior to the Closing Date, Seller shall deposit with Escrow Holder the following items:

7.3.1 Deed. The Deed in the form of **Exhibit B** duly executed and acknowledged by Seller.

7.3.2 Transfer Tax Letter. The Transfer Tax Letter duly executed by Seller in the form of **Exhibit D**.

7.3.3 Non-Foreign Status Certificate. A Non-Foreign Status Certificate pursuant to Internal Revenue Code Section 1445 duly executed by Seller.

7.3.4 California Form 593-W. California Form 593-W (Withholding Exemption Certificate and Nonresident Waiver Request for Real Estate Sales) duly executed by Seller.

7.3.5 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for hereunder which have not previously been delivered.

7.4 Deliveries by Buyer. Not later than one (1) business day prior to the Closing Date (or such other time specified below), Buyer shall deposit with Escrow Holder the following items:

7.4.1 Purchase Price. A sum in an amount equal to the Purchase Price, plus Buyer's share of the prorations and costs of Escrow which are required pursuant to this Article to close Escrow.

7.4.2 Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for hereunder which have not been previously delivered.

7.5 Other Instruments. Seller and Buyer shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

7.6 Prorations. All revenues and expenses of the Property, including, without limitation, real property taxes, special taxes, assessments and utility fees and/or deposits, shall be prorated and apportioned between Buyer and Seller as of 12:01 a.m. on the Closing Date, so that Seller bears all expenses with respect to the Property and has the benefit of all income with respect to the Property through and including the date immediately preceding the Closing Date. Seller and Buyer hereby agree that any of the aforesaid prorations which cannot be calculated accurately as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates, and shall be recomputed between Seller and Buyer when actual tax statements for the year of Closing are received, and either party owing the other party a sum of money based on such subsequent proration adjustment shall promptly pay said sum to the other party, and, if payment is not made within ten (10) days after delivery of a written bill therefor, shall pay interest thereon, at the lesser of the rate of ten percent (10%) per annum or the highest rate permitted by law, from the Closing Date to the date of payment.

7.7 Special Taxes, Bonds or Assessments. If, at the time of Closing, any portion of the Property is affected by an assessment or other charge, whether for taxes or bonds, or interest thereon, which is or may become payable in installments, and an installment payment of such assessment is then a lien, then such installment shall be prorated as of midnight at the end of the day preceding the Closing Date. All installments not then yet due whether or not the same have been prepaid shall not be prorated and Buyer shall assume such bonds or assessments. Any prepaid assessments made in advance of its due date shall be credited to Seller. In addition, Buyer shall assume any and all future bonds, assessments, special taxes, fees or charges applicable to the Property for liabilities now or hereafter imposed by any governmental authority (collectively referred to as "Governmental Requirements") including, without limitation, any such Governmental Requirements imposed by the City of Long Beach, and those for (i) common area improvements, whether or not specifically set forth in this Agreement, (ii) local assessment or improvement districts, (iii) any special tax assessments, (iv) traffic mitigation improvements (v) park and recreation fees, and/or (vi) any other public facility infrastructure or traffic mitigation required or imposed by the City of Long beach. Buyer shall assume all such bonds or future assessments without offset or adjustment.

7.8 Costs and Expenses. The costs and expenses of Escrow upon Close of Escrow shall be allocated as follows: Seller shall pay one-half (1/2) the premium for the Title Policy, one-half (1/2) the premium for the Title Policy to the extent it exceeds the cost of an ALTA

Standard Owner's Policy of Title Insurance with Western Regional Exceptions, one-half (1/2) of the recording charges, and one-half (1/2) of the cost of any documentary or other transfer taxes applicable to the sale. Buyer shall pay one-half (1/2) the premium for the Title Policy, one-half (1/2) of the recording charges, one-half (1/2) of the cost of any documentary or other transfer taxes applicable to the sale and one-half (1/2) the premium for the Title Policy to the extent it exceeds the cost of an ALTA Standard Owner's Policy of Title Insurance with Western Regional Exceptions. Buyer and Seller shall share equally all other standard costs and charges of the Escrow.

7.9 Disbursement of Funds. On the Close of Escrow, Escrow Holder shall disburse the Purchase Price less (a) Seller's share of prorations as determined pursuant to Section 7.6; (b) Seller's share of costs of Escrow pursuant to Section 7.8; and (c) real estate brokerage commissions payable by Seller pursuant to Section 8.3 below, in immediately available funds, and, unless otherwise instructed by Seller, Escrow Holder shall cause such funds to be sent by wire transfer as follows:

US Bank
Omaha, Nebraska 68102
ABA Routing # [REDACTED]
For Credit Union Pacific Railroad Company
Account No. [REDACTED]

Such funds are to be wired as of 11:00 a.m. on such date in order that such funds may be received by Seller on the Close of Escrow; provided, however, that if such funds cannot be wired to Seller on the Close of Escrow, Escrow Holder shall, unless otherwise directed in writing by Seller, invest the funds overnight in an interest-bearing account.

7.10 Delivery of Documents. Upon the Close of Escrow all instruments and documents shall be delivered forthwith to such party's attorney specified in Section 11.9, and if no attorney is specified, then to such party directly. Escrow Holder shall forthwith deliver to the party entitled thereto the recorded originals of such instruments or documents upon Escrow Holder's receipt of the same.

7.11 Supplemental Taxes. Seller and Buyer acknowledge that the Property may be subject to supplemental taxes due as a result of change of ownership taking place through this Escrow. Any necessary adjustment due either party on receipt of a supplemental tax bill will be made by the parties outside of this Escrow and Escrow Holder is released of any liability in connection with same.

ARTICLE 8 REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement, as follows:

8.1.1 Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and qualified to do business in California.

8.1.2 Enforceability. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are intended, provided Buyer has duly executed those documents requiring Buyer's signature, to be legal, valid, and binding obligations of Seller, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

8.1.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Seller.

8.2 Representations, Warranties and Covenants of Buyer. Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, as follows:

8.2.1 Organization. Buyer is a municipal corporation of the State of California, duly organized, validly existing and in good standing under the laws of the State of California and qualified to do business in California, with full power and authority to enter into and comply with the terms of this Agreement.

8.2.2 Enforceability. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are intended, provided Seller has duly executed those documents requiring Seller's signature, to be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

8.2.3 Bankruptcy. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Buyer.

8.3 Mutual Representations and Covenants, Brokers and Finders. In connection with the transaction contemplated by this Agreement, Seller has agreed to pay a brokerage commission to INCO Company, Attn: Brad Miles, 621 E. Pacific Coast Highway, Suite 280, Long Beach, California 90803, of three percent (3%) of the Purchase Price. No broker's fee, finder's fee, commission or similar compensation shall be paid to principals of Buyer or Seller in connection with this Agreement. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith other than as set forth above, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim; and Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify and hold Buyer harmless against any and all liability,

loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. The provisions of this Section shall survive the Close of Escrow or termination of this Agreement.

ARTICLE 9 CONDEMNATION

If, prior to the Close of Escrow, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement, in which case Buyer and Seller shall pay one-half (1/2) of the cost of cancellation of Escrow and neither party shall have any further rights or obligations under this Agreement (other than the Surviving Obligations). If neither party elects to terminate pursuant to this Article 9, the Purchase Price will be determined (if not already fixed) as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer upon the Close of Escrow.

ARTICLE 10 POSSESSION

Possession of the Property shall be delivered to Buyer on the Close of Escrow.

ARTICLE 11 MISCELLANEOUS

11.1 Agreement Expenses. The parties agree to bear their respective expenses, incurred or to be incurred in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

11.2 Satisfaction or Waiver of Contingencies. The consummation of the Closing shall be conclusive evidence that the contingencies and conditions to Closing have been fully satisfied or waived.

11.3 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns, except that Buyer's interest under this Agreement may not be assigned, encumbered or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise. Any assignment, encumbrance or other transfer in violation of the foregoing shall be void and Buyer shall be deemed in default hereunder.

11.4 Parties in Interest. Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the

obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right to subrogation or action over against any party to this Agreement.

11.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties.

11.6 Amendment. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the party to be bound.

11.7 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.8 Timeliness. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

11.9 Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (i) personally delivered; (ii) delivered by a reputable overnight courier; or (iii) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Telecopy notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described above within three (3) business days thereafter. Notices shall be deemed received at the earlier of (i) actual receipt, (ii) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (iii) three (3) business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to Seller:	UNION PACIFIC RAILROAD COMPANY ATTN: Garry A. Malmberg 1400 Douglas Street, Stop 1690 Omaha, Nebraska 68179 Telephone: (402) 544-8586 Facsimile: (402) 501-0340
---------------	--

With copy to: UNION PACIFIC RAILROAD COMPANY
ATTN: General Attorney
1400 Douglas Street, Mail Stop 1580
Omaha, Nebraska 68179
Telephone: (402) 544-4468
Facsimile: (402) 501-0132

If to Buyer: CITY OF LONG BEACH
ATTN: Michael Conway
333 West Ocean Blvd., 3rd Floor
Long Beach, CA 90802
Telephone: (562) 570-5282

11.10 Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, and any action or proceeding, including arbitration, brought by any party in which this Agreement is subject, shall be brought in the county in which the Property is located.

11.11 Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

11.12 Invalidity. Any provision of this Agreement which is invalid, void, or illegal, shall not affect, impair, or invalidate any other provision of this Agreement, and such other provisions of this Agreement shall remain in full force and effect

11.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.14 Number and Gender. When required by the context of this Agreement, each number (singular and plural) shall include all numbers, and each gender shall include all genders.

11.15 Joint and Several Liability. In the event either party hereto now or hereafter shall consist of more than one person, firm, or corporation, then and in such event, all such persons, firms, or corporations shall be jointly and severally liable as parties under this Agreement.

11.16 Recording. This Agreement or any memorandum thereof shall not be recorded by the parties.

11.17 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement, provided that the party requesting such further action shall bear all costs and expenses related thereto.

11.18 Advice of Professionals. Each party has had the opportunity to be advised by legal counsel and other professionals in connection with this Agreement, and each party has obtained such advice as each party deems appropriate.

11.19 Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement.

11.20 Recitals and Exhibits. The recitals and contents of all Exhibits to this Agreement are incorporated by reference and constitute a material part of this Agreement.

11.21 Professional Fees and Costs. If any legal or equitable action, arbitration, bankruptcy, reorganization, or other proceeding, whether on the merits, application, or motion, are brought or undertaken, or an attorney retained, to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the successful or prevailing party or parties in such undertaking (or the party that would prevail if an action were brought) shall be entitled to recover reasonable attorney's and other professional fees, expert witness fees, court costs and other expenses incurred in such action, proceeding, or discussions, in addition to any other relief to which such party may be entitled. The parties intend this provision to be given the most liberal construction possible and to apply to any circumstances in which such party reasonably incurs expenses. The provisions of this Section shall survive the Close of Escrow or the termination of this Agreement.

11.22 Confidentiality. All information, studies and reports relating to the Property obtained by Buyer, either by the observations and examinations of its agents and representatives or as disclosed to it by Seller, shall remain confidential and Buyer shall not disclose any such matters to any person or governmental agency except as required by law. If the transaction contemplated herein fails to close for any reason, Buyer shall deliver and return to Seller, at no cost to Seller, all such information, reports and studies, and Buyer shall make no further distributions or disclosures of any such information, reports and studies. Buyer agrees that, except for its lender, accountants, attorneys or a permitted assignee of Buyer, Buyer shall keep the contents of this Agreement confidential and that no publicity or press release to the general public with respect to this transaction shall be made by Buyer without the prior written consent of Seller. The provisions of this Section shall survive the termination of this Agreement.

11.23 Not an Offer. The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer.

11.24 Back-Up Offers. Until the Close of Escrow, Seller shall have the right to continue to present the Property for sale and accept "back-up" offers contingent on Buyer's failure to perform under the terms of this Agreement.

11.25 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

11.26 Merger. Except as otherwise expressly provided herein, the covenants, representations and warranties of Buyer and Seller herein shall merge into the Deed to be delivered by Seller to Buyer at Closing and shall not survive the Closing of Escrow.

11.27 Tax-Deferred Exchange. Seller may arrange for the exchange upon the Closing of Escrow of one or more parcels of property for the Property in order to effect a tax-deferred exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and comparable provisions of state statutes. Buyer agrees to cooperate with Seller in connection with any such exchange. Such cooperation by Buyer shall include, but is not limited to, executing documents as reasonably may be required by Seller. Seller will pay for any out-of-pocket expenses incurred by City in complying with this request.

SELLER: **UNION PACIFIC RAILROAD COMPANY,**
a Delaware corporation

By: Joy K. Line
Title: G.M. Real Estate

BUYER: **THE CITY OF LONG BEACH,**
333 West Ocean Blvd., 3rd Floor
Long Beach, CA 90802
a municipal corporation

By: Mark R. Miller
Title: City Manager

Q THE UNDERSIGNED ESCROW HOLDER ACKNOWLEDGES ITS RECEIPT OF ~~THE DEPOSIT AND~~ THREE (3) EXECUTED COPIES OF THIS AGREEMENT AND AGREES TO ACT IN ACCORDANCE THEREWITH.

ESCROW HOLDER: **CHICAGO TITLE COMPANY**

By: Gus Aguilar for
Gus Aguilar, Escrow Officer

APPROVED AS TO FORM

7/7, 2005
ROBERT E. SHANNON, City Attorney
By: [Signature]
DEPUTY CITY ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Los Angeles } ss.

On July 12, 2006 before me, LINDA C. RAMSAY, N.P.
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared GERALD R. MILLER
Name(s) of Signer(s)

personally known to me
 ~~proved to me on the basis of satisfactory evidence~~

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



WITNESS my hand and official seal.
Linda C Ramsay
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Purchase and Sale Agreement

Document Date: _____ Number of Pages: 17 plus Exhibits

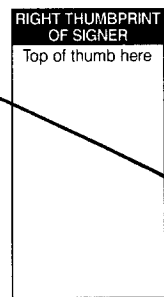
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

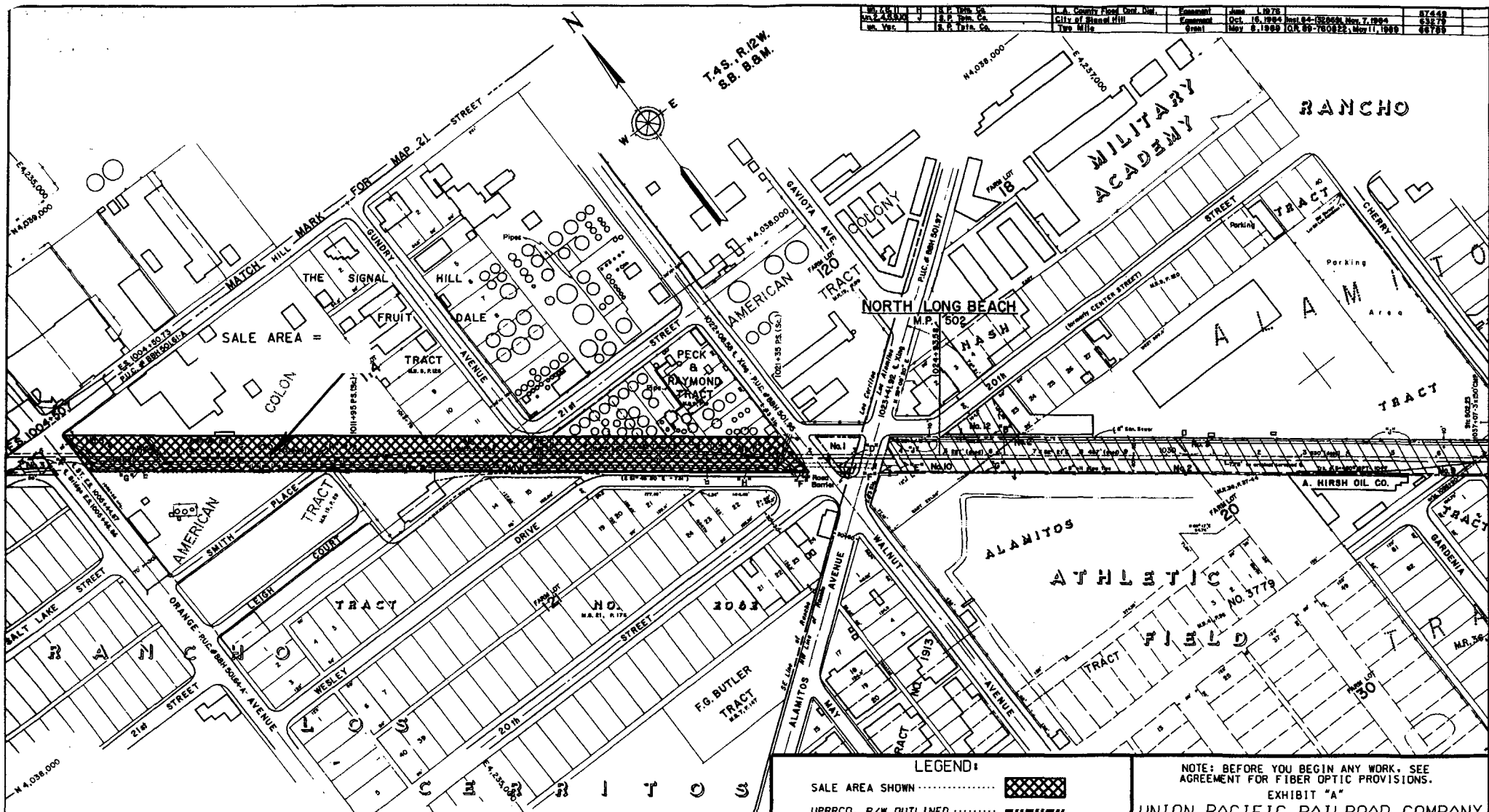
Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Map No. 124-1	City of Omaha	County Flood Control Dist.	Assessment	June 1, 1978	87449
Map No. 124-1	City of Omaha	City of Grand Hill	Assessment	Oct. 18, 1984	83279
Map No. 124-1	City of Omaha	City of Grand Hill	Assessment	May 8, 1989	86789



SOUTHERN PACIFIC TRANSPORTATION COMPANY		
VALUATION SECTION	MAP NUMBER	PARCEL NUMBER(S)
124-1	22	7.8.11



V124-1
22

LEGEND:	
SALE AREA SHOWN	
UPRRCO. R/W OUTLINED	
CADD FILENAME	c:/cadd/maps/sp/ca/183060.dgn
SCAN FILENAME	w:/sp/ca/124-1/cq124122.tif (DX=5052.0.5173.2)

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.
EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
LONG BEACH, LOS ANGELES COUNTY, CALIFORNIA
M.P. 501.64 - EAST LONG BEACH BRANCH
TO COMPANY AGREEMENT WITH (MARKETING PARCEL)
SCALE: 1" = 200'
OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9/16/2004
CAA FILE: 1830-60

EXHIBIT B

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

MAIL TAX STATEMENTS TO:

(Space above line for Recorder's use only)

APN _____

GRANT DEED

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantor"), grants to CITY OF LONG BEACH, a municipal corporation of the State of California ("Grantee"), all of its rights, title, and interest in and to that certain real property (the "Property") situated in the City of Long Beach, County of Los Angeles, State of California, described in **Exhibit A** attached hereto and incorporated by reference.

EXCEPTING from this grant and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

- A. All liens, encumbrances, easements, covenants, conditions and restrictions of record;
- B. All matters which would be revealed or disclosed in an accurate survey of the Property;

C. All matters which would be revealed or disclosed by a physical inspection of the Property;

D. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and

E. Zoning ordinances and regulations and any other notices, orders, laws, ordinances, and governmental regulations and restrictions regulating the use, occupancy or enjoyment of the Property, and amendments and additions thereto, now or hereafter in force or effect.

IN WITNESS WHEREOF, the undersigned has executed this Deed as of _____, 2005.

Attest:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Assistant Secretary

By: _____
Title: _____

(SEAL)

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On _____, 2005, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A TO EXHIBIT B

**LEGAL DESCRIPTION OF PROPERTY
TO BE ATTACHED**

EXHIBIT C**GENERAL PROVISIONS**

TO: CHICAGO TITLE COMPANY

Escrow No.
Date

1. Time is of the essence of these instructions. If this escrow is not in a condition to close by the TIME LIMIT DATE as provided for herein and written demand for cancellation is received by you from any principal to this escrow after said date, you shall act in accordance with paragraph 7 of the General Provisions. If no conflicting instruction or demand for cancellation is made, you will proceed to close this escrow when the principals have complied with the escrow instructions. In the event one or more of the General Provisions are held to be invalid, those remaining will continue to be operative. Any amendments of or supplements to any instructions affecting escrow must be in writing. You are authorized to order demands for, and pay at the close of escrow any encumbrances of record necessary to place title in the condition called for without further authorization. You are further authorized, prior to the close of escrow, to pay from funds on deposit any fees necessary to obtain any demand and/or report as may be required in this escrow and at the close of escrow charge the parties as appropriate. The principals will hand you any funds and instruments required from each respectively to complete this escrow. Interest on any new financing may begin to accrue on the date loan funds/proceeds are disbursed by the new lender, and borrower agrees to pay same in accordance with lender's instructions.
2. You are instructed to deliver and/or record all documents and disburse all funds when you can comply with these instructions and issue any title insurance policy as called for herein. These instructions, together with any amendment and/or supplements, may be executed in counterparts and together shall constitute one and the same document. If these instructions relate to a sale, and if there is no other written agreement between the parties pertaining thereto, buyer agrees to buy and seller agrees to sell upon the terms and conditions hereof. All documents, balances and statements due the undersigned are to be mailed to the respective addresses shown herein, unless otherwise directed. In the event that any party to this escrow utilizes facsimile transmitted signed documents, all parties hereby agree to accept and hereby instruct the escrow holder to rely upon such documents as if they bore original signatures. Buyer and seller further acknowledge that any documents to be recorded bearing non original (facsimile) signatures will not be accepted for recording by the county recorder.
3. The phrase "close of escrow" (or COE) as used in this escrow means the date on which documents are recorded **and funds disbursed** unless otherwise specified.
4. Assume a 30 day month in any proration herein provided, and unless otherwise instructed, you are to use the information contained in the latest available tax statement, including any supplemental taxes of record, rental statement as provided by seller and beneficiary's or association statements delivered into escrow for proration purposes.
5. Upon close of escrow you are instructed to charge our respective accounts the costs attributable to each, including but not limited to costs as provided for herein and/or in accordance with our respective estimated statements attached hereto and made a part hereof.
6. Recordation of any instruments delivered through this escrow, if necessary or proper for the issuance of the policy of title insurance called for, is authorized. No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.
7. **Intentionally Deleted.**
8. **Intentionally Deleted.**
9. If there is no written activity by a principal to this escrow within any six-month period after the Time Limit Date set forth herein, Chicago Title Company may, at its option, terminate its agency obligation and cancel this escrow, returning all documents, monies or other items held, to the respective parties entitled thereto, less any fees and charges as provided herein.
10. If, for any reason, funds are retained or remain in escrow after the closing date, you may deduct therefrom a reasonable charge as custodian, of not less than \$25.00 per month, unless otherwise specified.

11. In the event that you should receive or become aware of conflicting demands or claims with respect to this escrow, or the rights of any of the parties hereto, or any money or property deposited herein, you shall have the absolute right at your option to discontinue any or all further acts until such conflict is resolved to your satisfaction.
 12. **Intentionally Deleted.**
 13. The parties hereto, by execution of these instructions acknowledge that the escrow holder assumes no responsibility or liability whatsoever for the supervision of any act or the performance of any condition which is a condition subsequent to the closing of this escrow.
 14. In the absence of instructions to the contrary, you are hereby authorized to utilize wire services, overnight, next day, or other expedited delivery services (as opposed to the regular U.S. Mail) and to charge the respective party's account accordingly.
 15. Concerning any real property involved in this transaction you are released from and shall have no liability, obligation or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code of 1986 as amended, and to Sections 18662 and 18668 of the California Revenue and Taxation Code, (b) advising the parties as to the requirements of said Section 1445, (c) determining whether the transferor is a foreign person or a non-resident under such Section, nor (d) obtaining a non foreign affidavit or other exemption from withholding under said Sections nor otherwise making any inquiry concerning compliance with such Sections by any party to the transaction.
 16. If you pay a demand to pay in full a revolving line of credit or equityline loan, you are hereby instructed on my behalf and for my benefit, to request that the lender issuing said demand cancel said revolving line or equityline of credit.
 17. You are authorized to furnish to any affiliate of Chicago Title Company, any attorney, broker or lender identified with this transaction or any one acting on behalf of such lender any information, instructions, amendments, statements, or notices of cancellation given in connection with this escrow. If any check submitted to escrow is dishonored when presented for payment, you are authorized to notify all principals and/or their respective agents of such non payment.
 18. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Chicago Title Company, as set forth herein.
 19. All funds received in this escrow shall be deposited **in accordance with the Purchase and Sale Agreement**. The parties to this escrow acknowledge that they have been advised that Chicago Title Company and its affiliates may receive from the financial institutions in which monies in this escrow are being deposited an array of banking services, accommodations or other benefits. Chicago Title Company and its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the financial institutions. All of such services, accommodations and other benefits shall accrue, directly or indirectly, to Chicago Title Company and its affiliates and they shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits. All disbursements shall be made by Chicago Title Company check, unless otherwise instructed.
- Chicago Title Company shall not be responsible for any delay in closing if funds received by escrow are not available for immediate withdrawal. Chicago Title Company may, at its option, require concurrent instructions from all principals prior to release of any funds on deposit in this escrow.
20. You are authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other material pertaining to this escrow at the expiration of six (6) years from the close of escrow or cancellation thereof, without liability and without further notice.

IMPORTANT NOTICE

Except for wire transfers, funds remitted to this escrow are subject to availability requirements imposed by Section 12413.1 of the California Insurance Code. CASHIER'S, CERTIFIED or TELLER'S checks, payable to CHICAGO TITLE COMPANY are generally available for disbursement on the next business day following the date of deposit.

Other forms of payment may cause extended delays in the closing of your transaction pursuant to the requirements imposed by State Law.

(Wire transfer information available upon request)

ALL PARTIES TO THIS ESCROW ACKNOWLEDGE THAT CHICAGO TITLE COMPANY DOES NOT PROVIDE LEGAL ADVICE NOR HAS IT MADE ANY INVESTIGATION, REPRESENTATIONS OR ASSURANCES WHATSOEVER REGARDING THE LEGAL ASPECTS OR COMPLIANCE OF THIS TRANSACTION WITH ANY TAX, SECURITIES OR ANY OTHER STATE OR FEDERAL LAWS. IT IS RECOMMENDED THAT THE PARTIES OBTAIN INDEPENDENT LEGAL COUNSEL AS TO SUCH MATTERS.

THE FOREGOING ESCROW INSTRUCTIONS AND GENERAL PROVISIONS HAVE BEEN READ AND ARE UNDERSTOOD AND AGREED TO BY EACH OF THE UNDERSIGNED.

Current Address:

Current Address:

Telephone: _____

Telephone: _____

EXHIBIT D

**SEPARATE STATEMENT OF
DOCUMENTARY TRANSFER TAX**

County Recorder

_____ County

_____, California _____

_____, 2005

Ladies and Gentlemen:

In accordance with Revenue and Taxation Code section 11932, it is requested that this statement of documentary transfer tax not be recorded with the attached deed, but affixed to the deed after recordation and before return as directed on the deed.

The deed names UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, as Grantor, and _____, a _____, as Grantee. The property being transferred is located in the City of _____, County of _____, State of California.

The amount of documentary transfer tax due on the attached deed is _____ Dollars (\$ _____), computed on the full value of the property (less the value of any liens and encumbrances remaining on the property at the time of sale).

Very truly yours,

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____

Title: _____