ATTACHMENT 1

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement"), dated September 27, 2006, is entered into, by and among the CITY OF GLENDALE ("City"), the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY ("Metrolink"), the UNION PACIFIC RAILROAD COMPANY ("Union Pacific"), the WALT DISNEY WORLD CO. ("Disney"), the CALIFORNIA DEPARTMENT OF TRANSPORTATION ("Caltrans") and _____, hereinafter, collectively the "Parties".

RECITALS

WHEREAS, City has filed an application with the California Public Utilities Commission ("CPUC"), designated Application No. 05-06-020 (the "Application"), seeking authority to construct an at-grade crossing at an extension of Flower Street ("Flower Street Crossing") across the mainline railroad tracks from Air Way to San Fernando Road over which Metrolink dispatches all rail operations; and

WHEREAS, each of the Parties above are parties which have entered formal appearances in the Application proceeding before the CPUC; and

WHEREAS, Metrolink, pursuant to an agreement with the Los Angeles County Metropolitan Transportation Authority, dispatches all rail operations on and maintains the mainline railroad tracks known as the Valley Subdivision over which the Flower Street Crossing is proposed to be constructed and which generally extends northwest from downtown Los Angeles through Glendale and beyond; and

WHEREAS, the rail operations on the Valley Subdivision that Metrolink dispatches and maintains consist of passenger commuter rail service operated by Metrolink,

freight rail service operated by Union Pacific, and intercity passenger rail service operated by Amtrak (collectively the "Railroad Parties"); and

WHEREAS, the scope of rail operations on the Valley Subdivision that Metrolink exercises includes, among other things, the dispatching of all rail traffic on the line, the approval of the design of all new at-grade rail crossings on the line and all improvements to existing at-grade crossings on the line (subject to final authorization by the CPUC of such new at-grade rail crossings or enhancements to existing at-grade crossings), and the maintenance of the rail and related rail infrastructure; and

WHEREAS, City has established a San Fernando Road Corridor Redevelopment Project Area (the "Redevelopment Project Area") which is adjacent to the Valley Subdivision in the City, the planning, design, and development of which have undergone environmental review pursuant to the California Environmental Quality Act ('CEQA") and for which a Program Environmental Impact Report ("Program EIR") was certified by the City in 1992, identifying significant traffic impacts of the proposed redevelopment project; and

WHEREAS, the City considered all of the appropriate alternatives to address such transportation and traffic circulation impacts from expected development in the Redevelopment Project Area, and ultimately concluded over time that a series of interrelated transportation improvements, including construction of a new grade-separated Fairmont Avenue extension adjacent to the State Route 134 westbound on-ramp and off-ramp at San Fernando Road in the City, improvements to the on-ramps and off-ramps at Interstate 5 at Western Avenue in the City, installation of a computerized signal coordination Intelligent Transportation System on San Fernando Road, and the construction of the Flower Street Crossing, are the best alternatives to address such impacts; and

WHEREAS, in July 2000, the City certified a Negative Declaration, consistent with CEQA, for the closure of the Bekins Street Crossing and the Allen Street Crossing and the opening of a new rail crossing at an extension of Flower Street, as part of the measures to address the traffic impacts of the Redevelopment Project Area; and

WHEREAS, in September 2000, City and Metrolink entered into a Memorandum of Understanding (the MOU) providing for the City's closure of two at-grade railroad crossings (the Bekins Street Crossing and the Allen Street Crossing) in the City and the construction of the Flower Street Crossing, and establishing the City's and Metrolink's roles and responsibilities related thereto; and

WHEREAS, in October 2000, the City filed Application No. 00-10-009 with the CPUC for authority to close the Bekins Street Crossing and the Allen Street Crossing and to construct the Flower Street Crossing, which application was not protested by the CPUC's rail safety staff, Metrolink, Union Pacific, or any other person or entity; and

WHEREAS, in Decision No. 01-02-022 the CPUC approved the closure of the Bekins Street Crossing and the Allen Street Crossing and the construction of the Flower Street Crossing, finding that "the Flower Street crossing will serve public need by providing a safe access route across railroad tracks to the Grand Central Business Center," and that "public convenience and necessity require the construction of Flower Street Grade Crossing";

WHEREAS, the City, pursuant to CPUC Decision No. 01-02-022, closed the Bekins Street Crossing and the Allen Street Crossing, but did not construct the Flower Street Crossing before the CPUC's authorization for construction expired, thereby, in the opinion of CPUC rail safety staff, requiring the City to file the Application for new authority to construct the Flower Street Crossing in 2005; and

WHEREAS, among the approved development projects within the Redevelopment Project Area is Disney's Grand Central Creative Campus Project ("GC3 Project"), which has undergone separate CEQA review and for which a Subsequent EIR was certified by the City on November 8, 2000; and

WHEREAS, the Subsequent EIR for the GC3 Project identified a number of impacts on transportation and traffic circulation in the City resulting from the GC3 Project and the Subsequent EIR relied upon the implementation of the previously-identified and planned series of interrelated Redevelopment Project Area transportation improvements, including construction of a new grade-separated Fairmont Avenue extension adjacent to the westbound State Route 134 on-ramp and off-ramp in the City, improvements to the on-ramps and off-ramps at Interstate 5 at Western Avenue in the City, installation of a computerized signal coordination Intelligent Transportation System on San Fernando Road, and the construction of the Flower Street Crossing, as mitigation of such impacts; and

WHEREAS, a protest to City's new Application has been filed by the CPUC's Rail Crossing Engineering Section ("RCES"), after which Metrolink, Union Pacific, the California Department of Transportation ("Caltrans"), Disney, and the Pelanconi Estates Homeowners Association intervened as parties; and

WHEREAS, City and Disney assert that Disney's GC3 Project represents a project consisting of more than 5.95 million square feet of office, studio, production and other work space, that at full build out and over a 30-year period is projected to create 7,800 new jobs within the Redevelopment Project Area, will add significant new payroll to the local economy and contribute significant tax revenue available to the City for infrastructure improvements in the Redevelopment Project Area; and

WHEREAS, traffic analyses conducted for the City and Disney indicate that the Level of Service at the Grandview Avenue Crossing will decrease to "F" at some point between the occupation of Disney's Phase 1 development in December 2006 and completion of Disney's Phase 2 development in 2009; and

WHEREAS, City has determined that the GC3 Project, as well as other projects in the Redevelopment Project Area, are of critical importance to the economic revitalization of the City, the region and the State; and

WHEREAS, after the City's closure of the Bekins Avenue Crossing and the Allen Avenue Crossing, only two at-grade rail crossings (the "Grandview Avenue Crossing" and the "Sonora Avenue Crossing") remain solely within the City's municipal boundaries and three other existing at-grade crossings (the "Broadway/Brazil Crossing", the Chevy Chase Crossing" and the "Doran Crossing", collectively referred to herein as the "Shared At-Grade Crossings") are located in areas that include the municipal boundaries of both the City and the City of Los Angeles; and

WHEREAS, City has determined that the public convenience and necessity require the construction of the previously referenced interrelated series of transportation improvements, including the Flower Street Crossing, in order to ensure that the streets, roadways, highways, rail lines, and other transportation infrastructure in the Redevelopment Project Area, in the City and in the region operate efficiently and safely; and

WHEREAS, City has determined that the construction of the Flower Street Crossing is vital to allow the safe and effective transportation to and from areas of the north San Fernando Road Redevelopment Corridor, including the DreamWorks Animation Campus, KABC Television Broadcast Facility and Disney's GC3 development, and delay in the GC3

development would impact the tax revenue increments otherwise to be available to the City to implement infrastructure improvements in its Redevelopment Project Area; and

WHEREAS, the City has explored the potential of a grade-separated rail crossing at the location of the proposed Flower Street Crossing and found it impracticable in that it would require taking through eminent domain of a significant number of homes in the Pelanconi Estates neighborhood and buildings in nearby commercial and industrial areas to provide adequate rights of way; and

WHEREAS, City's traffic analysis concludes that the projected traffic congestion on San Fernando Road associated with the elimination of the Flower Street Crossing or any other element of the integrated transportation plan for the San Fernando Road Redevelopment Corridor may impact the adjacent residential neighborhoods due to drivers seeking cut-through alternate routes around the congestion; and

WHEREAS, to enhance the safety of rail operations on the Valley Subdivision, Metrolink is developing and intends to implement a Sealed Corridor Project ("Sealed Corridor Project"), described in Exhibit 1, attached hereto, along the Valley Subdivision and on other rail lines under its operational control, that represents a comprehensive, long term strategy to enhance the safety of trains, passengers, motorists, pedestrians and neighboring land uses within and along railroad corridors such as the Valley Subdivision, using appropriate safety measures to systematically reduce the opportunity for accidents at at-grade crossings, and the enhanced safety measures proposed in the Sealed Corridor Project are not fully funded; and

WHEREAS, the Parties agree that the design and crossing safety devices proposed by the City for the Flower Street Crossing represent the latest, state-of-the-art design

and crossing safety devices available and are consistent with enhancements recommended by Metrolink in connection with its Sealed Corridor Project; and

WHEREAS, the Parties agree that enhancements pursuant to Metrolink's Sealed Corridor Project will require significant capital investment and should be made as soon as possible to as many at-grade crossings as possible and that such enhancements will contribute to the overall safety of rail operations and to overall safety of motorists and pedestrians using such at-grade crossings; and

WHEREAS, the Parties agree that the enhancements proposed in the Settlement Agreement, including the closure of the Doran Street at-grade railroad crossing, will enhance not only the safety of one at-grade railroad crossing, but also the safety of the entire railroad corridor in the City of Glendale. Such a comprehensive approach to enhancing an entire railroad corridor is encouraged by the Federal Railroad Administration's National Rail Safety Action Plan as well as CPUC's General Order 75-D; and

WHEREAS, along with the prior closure of the Bekins Way and Allen Avenue at-grade crossings, which was part of the CPUC's prior approval in Decision No. 01-02-022 of the Flower Street Crossing, the Settlement would result in the closure of three at-grade crossings in exchange for the construction of one safer at-grade crossing as well as safety enhancements to all at-grade crossings along the entire railroad corridor in the City;

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Settlement Agreement by reference and made a part hereof, mutual agreements, covenants and conditions set forth below, the adequacy of which are hereby acknowledged, the Parties to this Settlement Agreement hereby agree as follows:

1. **Settlement and Approval of Flower Street Crossing**.

1.1. The Parties agree to settle the protested Application proceeding pursuant to the terms and conditions set forth in this Settlement Agreement regarding the approval of the Flower Street Crossing and the enhancements, including the closure of the Doran Street at-grade crossing, to be made to the crossings along the entire railroad corridor in the City, including two at-grade crossings entirely within the City and the Shared At-Grade Crossings.

1.2. The Parties agree that the Flower Street Crossing, as authorized in 2001 in the first CPUC Decision No. 01-02-023 and as further enhanced in the instant Application No. 05-06-020, and as illustrated and described in Exhibit 2, continues to be required by public convenience and necessity and, as designed, will operate as a safe at-grade crossing, and should be approved by the CPUC.

1.3. The Parties further agree to:

1.3.1. Comply with all of the requirements of Rule 51 of the Commission's Rules of Practice and Procedure with respect to obtaining CPUC approval of this Settlement Agreement; and

1.3.2. Undertake and actively support all necessary efforts and actions before the CPUC to obtain CPUC approval of this Settlement Agreement, the Flower Street Crossing, and the enhancements, including the closure of the Doran Street at-grade crossing, to be made to the other at-grade crossings in the City and the Shared At-Grade Crossings, including the presentation of testimony if necessary.

2. **Enhancements to Other At-Grade Crossings**.

2.1. The Parties agree that their individual or collective obligations under this Agreement to undertake the enhancement activities described in this Section 2 are strictly conditioned on the CPUC's approval of the Flower Street Crossing in accordance with the design set forth in Exhibit 2 and without further conditions or limitations, and that such obligations shall not be or become legally valid and binding obligations unless and until the CPUC approves the Flower Street Crossing.

2.2. Subject to the CPUC's approval of the Flower Street Crossing, City shall undertake the following activities:

Grandview Avenue and Sonora Avenue Crossings

2.2.1. Conduct any necessary review under CEQA of the Sealed Corridor Project-related enhancements to the Grandview Avenue Crossing and the Sonora Avenue Crossing as described in Exhibit 3, "Safety Enhancements – City of Glendale Jurisdiction", attached hereto;

2.2.2. Unless the City refuses to adopt a statement of overriding considerations for any unmitigatable, significant environmental impacts identified during the City's CEQA review of the Sealed Corridor Project-related enhancements to the Grandview Avenue Crossing and the Sonora Avenue Crossing, (1) after a final diagnostic review of the Safety Enhancements, prepare draft final design plans for the Safety Enhancements to the Grandview Avenue Crossing and the Sonora Avenue Crossing and provide them to the Railroad Parties and CPUC rail safety staff for their review within 12 months of the CPUC's approval of the Flower Street Crossing, (2) revise the final design plans to incorporate suggestions from the Railroad Parties and the

CPUC rail safety staff provided the suggestions provide an equivalent level of safety as the conceptual elements set forth in Exhibit 3, and the suggestions from each can be implemented without conflict, and (3) construct at City's sole expense the Safety Enhancements to the Grandview Avenue Crossing and the Sonora Avenue Crossing within 24 months of CPUC approval of the Safety Enhancements to the Grandview Avenue Crossing and the Sonora Avenue Crossing;

Shared At-Grade Crossings

2.2.3. Along with the City of Los Angeles, conduct any necessary review under CEQA of the Sealed Corridor Project-related enhancements set forth in Exhibit 4 for the Shared At-Grade Crossings, which includes the closure of the Doran Street at-grade crossing;

2.2.4. Unless the City refuses to adopt a statement of overriding considerations for any unmitigatable, significant environmental impacts identified during the City's CEQA review of the Sealed Corridor Project-related enhancements to the Shared At-Grade Crossings, including the closure of the Doran Street at-grade crossing, (1) place funds into an escrow account as described in Section 3 below, (2) after a final diagnostic review of the Safety Enhancements, jointly prepare final draft design plans with the City of Los Angeles for the Safety Enhancements for the Shared At-Grade Crossings and provide them to the Railroad Parties and CPUC rail safety staff within 18 months of approval by the City of Los Angeles to implement the Safety Enhancements for the Shared At-Grade Crossings, including the closure of the Doran Street at-grade crossing, or completion of the City's environmental review, whichever is later, (3) revise such plans to incorporate suggestions from the

Railroad Parties and the CPUC rail safety staff so long as the suggestions provide an equivalent level of safety as the conceptual elements set forth in Exhibit 4, and the suggestions from each can be implemented without conflict, and (4) working cooperatively with Metrolink, construct jointly with the City of Los Angeles the Safety Enhancements to the Shared At-Grade Crossings, including the closure of the Doran Street at-grade crossing, within the City within 30 months of CPUC approval of the Safety Enhancements to the Shared At-Grade Crossings, provided funding is obtained for the City of Los Angeles' share of such costs, with the City's share of the costs to be provided from the escrow account as described in Section 3 below;

Cooperation

2.2.5. Provide all reasonable support to Metrolink for the promotion, approval and implementation of the Sealed Corridor Project-related enhancements to the Grandview Avenue Crossing, the Sonora Avenue Crossing and the Shared At-Grade Crossings, including the closure of the Doran Street at-grade crossing;

2.2.6. Work cooperatively with the other Parties to seek final design approval of the CPUC's rail safety staff for the enhancements to the Grandview Avenue Crossing, the Sonora Avenue Crossing and the Shared At Grade Crossings, including the closure of the Doran Street at-grade crossing;

2.2.7. Cooperate with Metrolink to amend the September 2000 MOU between the City and Metrolink to increase the scope of work to cover the additional locations and tasks necessary to implement the enhancements consistent with this Settlement Agreement. The MOU shall provide that, in case of conflict with the MOU and the Settlement Agreement, the Settlement Agreement shall be given priority;

2.2.8. Cooperate with Metrolink to enter into Construction and Maintenance Agreements for individual crossings as may be requested by Metrolink regarding the crossing enhancements contemplated by this Settlement Agreement; and

2.2.9. Work cooperatively with the City of Los Angeles to develop a Memorandum of Understanding between the City and the City of Los Angeles to delineate responsibilities between the cities for the design of, funding of and construction at the Shared At-Grade Crossings, as well as any necessary review of the Shared At-Grade Crossings under CEQA.

2.3. Subject to the CPUC's approval of the Flower Street Crossing, Metrolink shall:

2.3.1. Work with the City, the City of Los Angeles, and the Los Angeles County Metropolitan Transportation Authority to obtain the dedication of any right-of-way that is necessary for the City to construct the Flower Street Crossing in accordance with the design in Exhibit 2 and the Sealed Corridor Project-related enhancements to the Grandview Avenue Crossing, the Sonora Avenue Crossing and the Shared At-Grade Crossings, including the closure of the Doran Street at-grade crossing, to be constructed as described in Section 2.2, above;

2.3.2. Timely review and approve detailed design and engineering plans for the Sealed Corridor Project-related enhancements to the Grandview Avenue Crossing, the Sonora Avenue Crossing and the Shared At-Grade Crossings, including the closure of the Doran Street at-grade crossing;

2.3.3. Work cooperatively with the other Parties to seek final design approval of the CPUC's rail safety staff for the enhancements to the Grandview Avenue Crossing,

the Sonora Avenue Crossing and the Shared At-Grade Crossings, including the closure of the Doran Street at-grade crossing;

2.3.4. Cooperate with City to amend the September 2000 MOU between the City and Metrolink as described in Section 2.2.7 above;

2.3.5. Construct, at City's sole expense, railroad-specific elements, including railroad signals, trackwork, and related items for the Sealed Corridor Project-related enhancements to the Grandview Avenue Crossing and the Sonora Avenue Crossing; and

2.3.6. Construct railroad-specific elements, including railroad signals, trackwork, and related items for the Sealed Corridor Project-related enhancements to the Shared At-Grade Crossings, including the closure of the Doran Street at-grade crossing, subject to the availability of funding from the City of Los Angeles or other sources, with funding to be provided for the City's share of Metrolink's costs as described in the amendment to the MOU described in Section 2.2.7 above.

2.4. Subject to the CPUC's approval of the Flower Street Crossing, Union Pacific shall work cooperatively with the other Parties to seek final design approval of the CPUC's rail safety staff for the enhancements to the Grandview Avenue Crossing, the Sonora Avenue Crossing and the Shared At-Grade Crossings, including the closure of the Doran Street at-grade crossing.

2.5. Subject to the CPUC's approval of the Flower Street Crossing, Disney shall:

2.5.1. Dedicate or provide for the dedication of the right-of-way under its ownership or control that is necessary for the City to construct the Sealed Corridor Project-related

improvements to the Grandview Avenue Crossing and the Sonora Avenue Crossing as set forth in Exhibit 3; and

2.5.2. Provide such other reasonable and non-economic assistance or support necessary for the City to construct the improvements to the Grandview Avenue Crossing and the Sonora Avenue Crossing as set forth in Exhibit 3.

2.6. Subject to the CPUC's approval of the Flower Street Crossing, Caltrans shall work cooperatively with the other Parties in their effort to seek final design approval of the CPUC's rail safety staff for the enhancements to the Grandview Avenue Crossing, the Sonora Avenue Crossing and the Shared At-Grade Crossings, including the closure of the Doran Street at-grade crossing.

2.7. The Parties agree that their conditional obligations to undertake the improvement activities described in this Section 2, or any other recital, term or condition contained in this Settlement Agreement, do not represent and shall in no way be construed as an admission or acknowledgment that the Grandview Avenue Crossing, the Sonora Avenue Crossing or the Shared At-Grade Crossings in their current design and operation represent unsafe crossings that cannot be operated safely. The Parties further agree that the Sealed Corridor enhancements to these crossings, including the closure of the Doran Street at-grade crossing, will contribute significantly to enhanced traffic and rail safety in this corridor, and should be undertaken at the earliest possible time.

3. **Metrolink Escrow of City Funds for Shared At-Grade Crossing Improvements.**

3.1. Subject to the CPUC's approval of the Flower Street Crossing, City shall place into an interest-bearing escrow account, which may be held by Metrolink, or, at Metrolink's option, by a neutral party, the amount of Two Million Dollars ($2,000,000) as an initial

deposit, subject to negotiations of the City's actual share of final costs in an amended MOU as described in Section 2.2.7, above, to help fund the Sealed Corridor Project-related enhancements to the Shared At Grade Crossings, including the closure of the Doran Street at-grade crossing;

3.2. The detailed escrow instructions will be set forth in an amended MOU, as described in Section 2.2.7 above.

3.3. The funds in the escrow account are to be used to reimburse the City for the costs of constructing the Safety Enhancements for the Shared At-Grade Crossings or to pay a contractor retained by Metrolink, the City, or the City of Los Angeles to construct the Safety Enhancements for the Shared At-Grade Crossings, with Metrolink in good faith to determine whether the costs were incurred for work consistent with the final design plans for the Shared At-Grade Crossings;

3.4. Any funds, including accrued interest, in the escrow account set up for the Shared At-Grade Crossings that are not disbursed for the purpose of the Safety Enhancements for the Shared At-Grade Crossings shall be used to improve rail traffic safety within the City or, if not disbursed for such purposes by January 15, 2011, returned to the City.

4. **Representations and Warranties**.

Each party hereto represents and warrants as follows, and each agrees that such representations and warranties are continuing and will survive the performance of this Settlement Agreement:

4.1. Each party hereto has the full power and authority to execute and deliver this Settlement Agreement on its behalf and to carry out the provisions of this Settlement Agreement.

4.2. This Settlement Agreement, subject to all of the conditions set forth herein, constitutes a lawful, valid and binding obligation. The execution and delivery of this Settlement Agreement by each party hereto does not violate and is not prohibited by any agreement or undertaking to which it is a party.

4.3. This Settlement Agreement is entered into freely and voluntarily by the Parties hereto, each of which has been represented by counsel of their choice and has received the advice and representation of counsel in connection with this Settlement Agreement.

5. **Entire Agreement.**

This Settlement Agreement, and each and every Exhibit attached hereto and referenced herein, embodies the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof, and supersedes any and all prior discussions, representations, agreements or understandings of the Parties with respect thereto, whether written or oral. By the execution of and entry into this Settlement Agreement and the making of this settlement, no Party hereto is relying upon any representation of any other party hereto not expressly set forth herein. This Settlement Agreement may not be modified or amended except in a written document signed by all Parties hereto.

6. **Governing Law.**

This Settlement Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

7. **Counterparts.**

This Agreement may be executed in any number of counterparts, all of which together shall constitute one original document. Telecopy and/or facsimile copies of an original signature shall be deemed to be originally executed counterparts of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement effective as of the day first written above.

CITY OF GLENDALE

By _____

Name: JAMES E. STARBRD
Title: CITY MANAGER

Approved as to Form:

By _____

Attorney for
City of Glendale

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
Southern California Regional Rail Authority

UNION PACIFIC RAILROAD COMPANY

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
Union Pacific Railroad Company

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
California Department of Transportation

WALT DISNEY WORLD CO.

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
Walt Disney World Co.

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CITY OF GLENDALE

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
City of Glendale

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By _____

Name: DAVID SOLOW
Title: CEO

Approved as to Form:
COUNTY COUNSEL

By Helen S. Parker

Attorney for
Southern California Regional Rail Authority

UNION PACIFIC RAILROAD COMPANY

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
Union Pacific Railroad Company

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
California Department of Transportation

WALT DISNEY WORLD CO.

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
Walt Disney World Co.

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By _____

Attorney for
City of Glendale

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
Southern California Regional Rail Authority

UNION PACIFIC RAILROAD COMPANY

By S. W. Berki

Name: S. W. BERKI
Title: DIR. INV. & PUBLIC PROJ.

Approved as to Form:

By _____

Attorney for
Union Pacific Railroad Company

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
California Department of Transportation

WALT DISNEY WORLD CO.

By _____

Name: _____
Title: _____

Approved as to Form:

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Attorney for
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Southern California Regional Rail Authority

UNION PACIFIC RAILROAD COMPANY

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Attorney for
Union Pacific Railroad Company

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
California Department of Transportation

WALT DISNEY WORLD CO.

By _____

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Attorney for
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Attorney for
City of Glendale

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By _____

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Title: _____

Approved as to Form:

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Attorney for
Southern California Regional Rail Authority

UNION PACIFIC RAILROAD COMPANY

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
Union Pacific Railroad Company

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By William D. Bronte

Name: William D. Bronte
Title: Chief, Division of Rail

Approved as to Form:

By _____

Attorney for
California Department of Transportation

WALT DISNEY WORLD CO.

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
Walt Disney World Co.

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CITY OF GLENDALE

By _____

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Title: _____

Approved as to Form:

By _____

Attorney for
City of Glendale

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
Southern California Regional Rail Authority

UNION PACIFIC RAILROAD COMPANY

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
Union Pacific Railroad Company

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By _____

Name: _____
Title: _____

Approved as to Form:

By _____

Attorney for
California Department of Transportation

WALT DISNEY WORLD CO.

By Anthony Basalari

Name: _____
Title: _____

Approved as to Form:

By Anthony Basalari

Attorney for
Walt Disney World Co.

EXHIBIT 1

SEALED CORRIDOR PROJECT

Metrolink's
Sealed Corridor Project

Why a Sealed Corridor Project?

- January 26, 2005 Glendale incident
  - Mitigation – Modifying equipment with Crash Energy Management technologies
  - Avoidance – Sealed Corridor is the primary strategy

What is a Sealed Corridor?

A comprehensive strategy to enhance the safety of trains, passengers, motorists, pedestrians, and neighboring land uses within and along a railroad corridor, using appropriate safety measures to systematically reduce the opportunity for accidents at grade crossings or elsewhere within the corridor.

METROLINK

Metrolink's $70 Million Investment in Safety Improvements Since 1992

- Upgraded railroad signal system and enhanced control circuits
- Raised median islands
- Improved signage and striping
- Right of way fencing
- Improved traffic engineering and roadway geometry
- Closure of 7 public and 22 private crossings
- Construction of 12 grade separations
- Ongoing rail safety public education programs

METROLINK

Metrolink's Challenges

- Geographic scale/multiple ownership
  - 787 grade crossings of all types in the Metrolink system
  - 443 at-grade crossings in the Metrolink system
- Intensity of corridor usage
  - Over 250 daily Metrolink, Amtrak and freight trains operate daily
- Competing priorities for funding

Metrolink Project Subcorridors

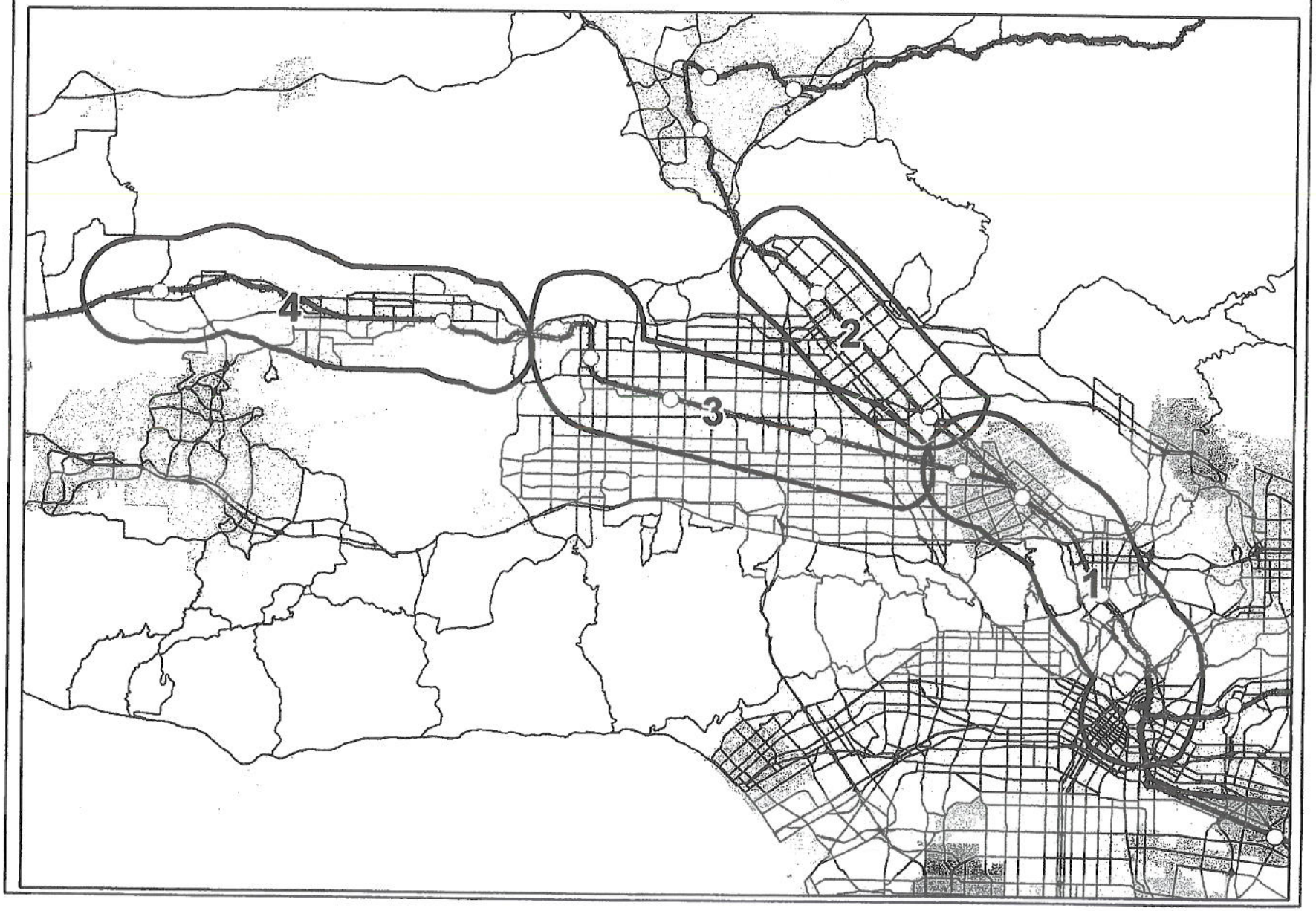
1. Ventura County Line – Union Station through Burbank
2. Antelope Valley Line – Sun Valley through Sylmar/San Fernando
3. Ventura County Line – Burbank Airport to Ventura County Border
4. Ventura County Line – Simi Valley through Moorpark

Initial Corridors

- Antelope Valley Line
  - Sun Valley to Sylmar/San Fernando
- Ventura County Line
  - Union Station through Moorpark
- 55 public highway-rail grade crossings
  - 4 private and 4 pedestrian-only crossings
- 131 trains per typical day
  - 55 Metrolink revenue trains
    - Plus 48 Metrolink deadhead moves
  - 12 Amtrak trains
  - 16 Union Pacific freight trains

METROLINK

Metrolink Sealed Corridor Project



Sealed Corridor Safety Enhancements

- Four-quadrant gates
- Median separators or raised islands
- Advanced signal preemption
- New signs and pavement markings
- Crossing signal "health monitoring" systems
- Locked gates and fencing
- Crossing geometry improvements
- Grade separation or closing of crossings
- Advanced technology assessment

METROLINK

Project Approach

- Outreach to corridor cities, member agencies and other stakeholders
  - Build awareness and support for comprehensive corridor safety improvements
  - Policy and technical levels
- Engineering support for concept development, final design, and construction bid support
- High level consensus on improvements
- Create funding strategies
- Final design and construction

METROLINK

Potential Funding Sources

- Federal
  - Section 130 Crossing improvement program
  - Section 1010/1103 (C) High speed rail hazard elimination
  - Line item appropriations/earmarks
- State
  - Public Transportation Account
  - Section 190 grade separation program
  - Potential state transportation bond
- Local
  - Calls for projects
  - Development mitigation

Associated Funding To Date

- $250,000 FRA Study Grant – August 2005
- $2,000,000 STP earmark – Senator Feinstein
- $500,000 High Speed Rail earmark – Congressman Berman
- $500,000 STP earmark – Congressman Schiff
- $925,000 – Van Nuys Blvd., Los Angeles
- $365,000 - SCRRA Homeland Security Grant
- $1,000,000+ – controlled by City of Glendale
- $1,200,000 – controlled by City of Burbank
- $2,000,000 Section 130 programmed for 3 crossings

TOTAL: OVER $9,000,000

EXHIBIT 2

PROPOSED
FLOWER STREET AT-GRADE RAIL CROSSING

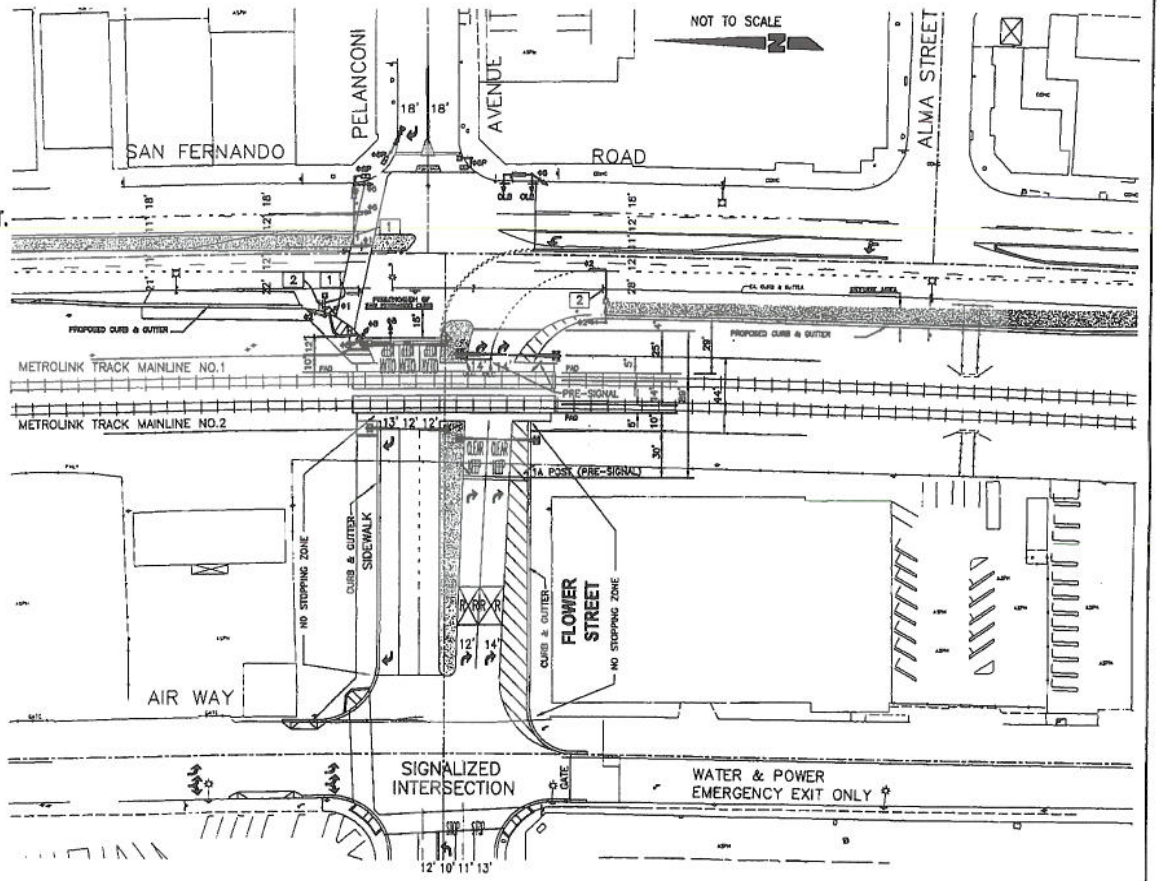
FLOWER STREET AT-GRADE CROSSING

DESIGN FEATURES

- Install Traffic Signal System at the Intersection of Flower Street and Air Way
- Install Traffic Signal System at the Intersection of Flower Street and San Fernando Road
- Pre-Signal on Flower Street
- Advanced Pre-Emption System
- Install Raised Median Island
- Install four-(4) Quad Gates (Entrance/Exit Gates)
- Lower existing Mainline No. 2 railroad tracks and raise westerly portion of intersection of San Fernando Road and Flower Street to accommodate smooth approach grades on Flower Street
- Extinguishable Message Signs
- Modify signage and striping on Air Way and San Fernando Road
- Right-of-way dedication by SCRRA/Metrolink

DESIGN FEATURES

1) SIGNALIZED INTERSECTIONS
   (FLOWER ST./SAN FERNANDO RD. & FLOWER ST./AIR WAY)
2) PRE-SIGNAL ON FLOWER ST.
3) ADVANCED PRE-EMPTION SYSTEM
4) CONCRETE RAISED MEDIAN ISLAND
5) FOUR- (4) QUAD GATES (ENTRANCE/EXIT GATES)
6) LOWER EXIST. MAINLINE NO. 2 TRACKS AND
   RAISE WESTERLY PORTION OF INTERSECTION OF SAN FERNANDO RD. AND
   FLOWER ST. TO ACCOMMODATE SMOOTH APPROACH GRADES ON FLOWER ST.
7) EXTINGUISHABLE MESSAGE SIGNS
8) MODIFY SIGNAGE AND STRIPING ON AIR WAY AND SAN FERNANDO ROAD
9) RIGHT-OF-WAY DEDICATION BY SCRRA/METROLINK



1 NO LEFT TURN	OLA (#1 DUMMY) / OLB (#4 DUMMY)		OLA (#1 DUMMY) / OLB (#4 DUMMY)
2 NO RIGHT TURN	OLC		OLC
EXTINGUISHABLE MESSAGE SIGN	SIGNAL SEQUENCE DIAGRAM		

PROPOSED
FLOWER STREET
AT-GRADE RAIL CROSSING
EXHIBIT

SEPTEMBER 2006

EXHIBIT 3

SAFETY ENHANCEMENTS
CITY OF GLENDALE JURISDICTION
RAILROAD CROSSINGS

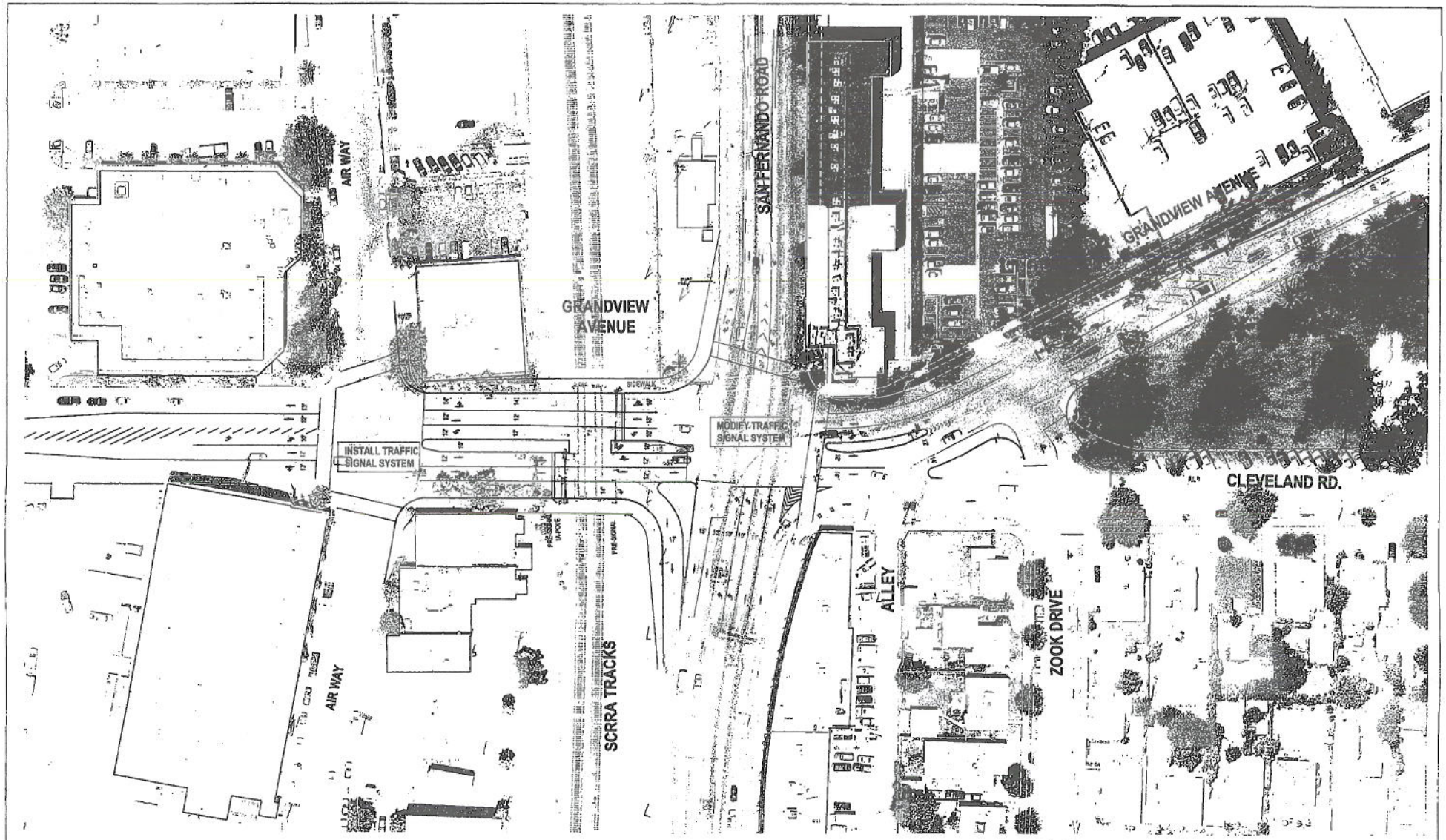
SAFETY ENHANCEMENTS
CITY OF GLENDALE JURISDICTION RAILROAD CROSSINGS

Grandview Avenue Crossing:

- Widen Grandview Avenue between Air Way and San Fernando Road
- Extinguishable Message "No-Left/No-Right Turn" Signs
- Pre-Signal on Grandview Avenue (West of railroad tracks)
- Advanced Pre-Emption System
- Modify Exist. Raised Median Island
- Install 2 CPUC No. 9 Flashers w/Gates
- Modify Traffic Signal System at the intersection of Grandview and San Fernando Road
- Install Traffic Signal System at the intersection of Grandview Avenue and Air Way
- Modify Signing/Striping and Channelization (Grandview, San Fernando Road, and Air Way)
- Improve street lighting at the crossing
- Adjust approach grades on Grandview Avenue (Lower existing railroad tracks, if necessary)
- Right-of-way dedication by SCRRA/Metrolink
- Right-of-way dedication by Disney

Sonora Avenue Crossing:

- Pre-Signal on Sonora Avenue
- Advanced Pre-Emption System
- Modify Exist. Raised Median Island
- Restrict Left turn movements at driveways to the east of the railroad tracks
- Install 2 CPUC No. 9 Flashers w/Gates
- Modify Traffic Signal System at the intersection of Sonora Avenue and Air Way
- Improve street lighting at the crossing



ENHANCEMENTS

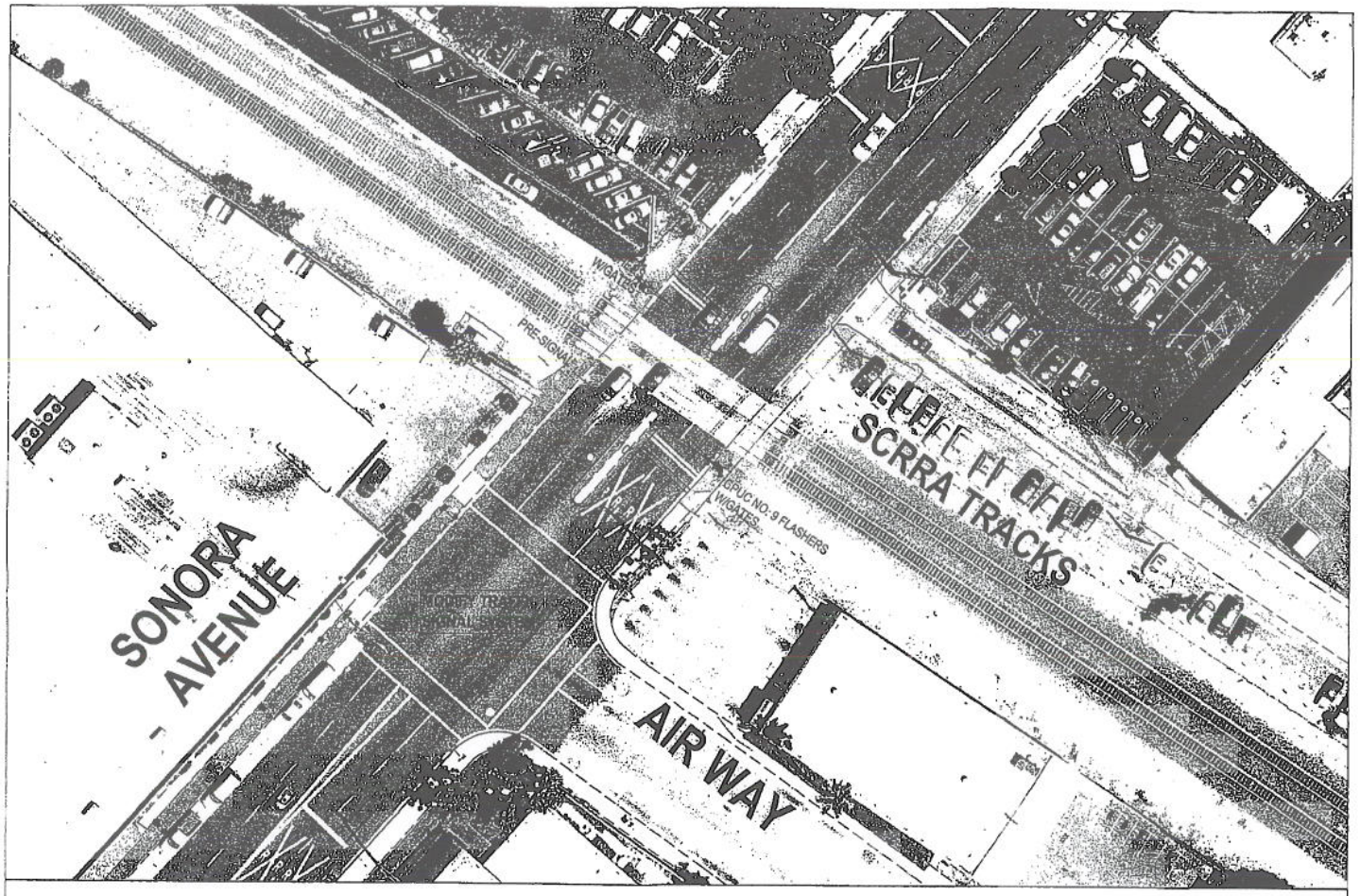
1 - WIDEN GRANDVIEW AVENUE BETWEEN AIR WAY AND SAN FERNANDO ROAD
2 - EXTINGUISHABLE MESSAGE "NO-LEFT/NO RIGHT TURN" SIGNS
3 - PRE-SIGNAL ON GRANDVIEW AVENUE (WEST OF RAILROAD TRACKS)
4 - ADVANCE PRE-EMPTION SYSTEM
5 - MODIFY EXIST. RAISED CONCRETE MEDIAN ISLAND
6 - INSTALLATION OF DOUBLE GATES
7 - MODIFY TRAFFIC SIGNAL SYSTEM AT THE INTERSECTION OF GRANDVIEW AVENUE AND SAN FERNANDO ROAD
8 - INSTALL TRAFFIC SIGNAL SYSTEM AT THE INTERSECTION OF GRANDVIEW AVENUE AND AIR WAY
9 - MODIFY SIGNING/STRIPING AND CHANNELIZATION (GRANDVIEW AVE., SAN FERNANDO RD. & AIR WAY)
10- IMPROVE STREET LIGHTING AT THE CROSSING
11- ADJUST APPROACH GRADES ON GRANDVIEW AVENUE, BETWEEN SAN FERNANDO ROAD AND RAILROAD TRACKS (LOWER EX. TRACKS, IF NECESSARY)
12- RIGHT-OF-WAY DEDICATION BY SCRRA/METROLINK
13- RIGHT-OF-WAY DEDICATION BY DISNEY

NOT TO SCALE

PROPOSED SAFETY ENHANCEMENT OF GRANDVIEW AVENUE AT-GRADE RAILROAD CROSSING

EXHIBIT

SEPTEMBER 2006



SAFETY ENHANCEMENTS

1 - INSTALLATION OF PRE-SIGNAL ON SONORA AVENUE
2 - ADVANCED PRE-EMPTION
3 - MODIFY EXIST. CONCRETE RAISED MEDIANS
4 - RESTRICT LEFT TURN MOVEMENTS AT DRIVEWAYS TO THE EAST OF THE RAILROAD TRACKS
5 - INSTALLATION OF 2 CPUC NO. 9 FLASHERS W/ GATES
6 - MODIFY TRAFFIC SIGNAL SYSTEM AT THE INTERSECTION OF SONORA AVENUE AND AIR WAY
7 - IMPROVE STREET LIGHTING AT THE CROSSING

NOT TO SCALE

PROPOSED SAFETY ENHANCEMENT OF SONORA AVENUE AT-GRADE RAILROAD CROSSING

EXHIBIT

SEPTEMBER 2006

EXHIBIT 4

SAFETY ENHANCEMENTS

CITY OF GLENDALE

AND

CITY OF LOS ANGELES

JURISDICTIONS

SHARED RAILROAD CROSSINGS

SAFETY ENHANCEMENTS

CITY OF GLENDALE & CITY OF LOS ANGELES JURISDICTIONS *(SHARED RAILROAD CROSSINGS)*

Broadway/Brazil Street Crossing:

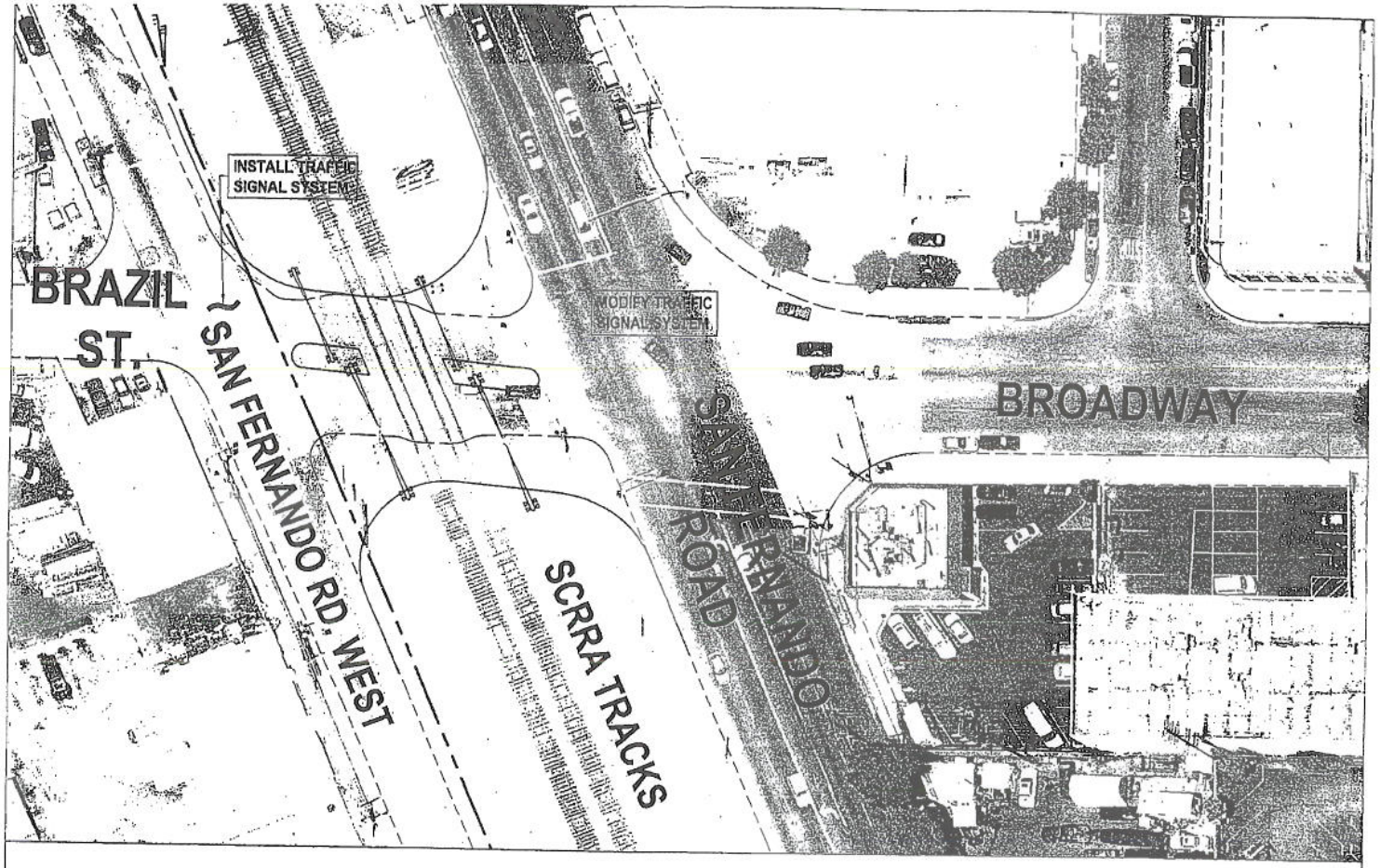
- Advanced Pre-Emption System
- Extinguishable Message "No-Left/No-Right Turn" Signs
- Widen Broadway, Brazil St. and San Fernando Rd. West
- Increase Curb Radii (all corners)
- Install Raised Concrete Median
- Install four-(4) Quad Gates (Entrance/Exit Gates)
- Modify Traffic Signal, Signage, and Striping at the intersection of Broadway and San Fernando Road
- Install Traffic Signal at the intersection of San Fernando Road West and Brazil St. (L.A.)
- Improve street lighting at the crossing
- Right-of-way dedication by SCRRA/Metrolink

Doran Street Crossing:

- Close existing crossing
- Improve/widen San Fernando Road West (L.A.), between Doran Street and Brazil Street
- Modify Traffic Signal, Signage, and Striping at the intersection of Doran Street and San Fernando Road

Chevy Chase Crossing:

- Install sidewalk on Chevy Chase Drive (on both sides of street)
- Install curb and gutter on both sides of railroad tracks
- Install four-(4) Quad Gates (Entrance/Exit Gates)
- Improve street lighting at the crossing
- Modify signing and striping



SAFETY ENHANCEMENTS

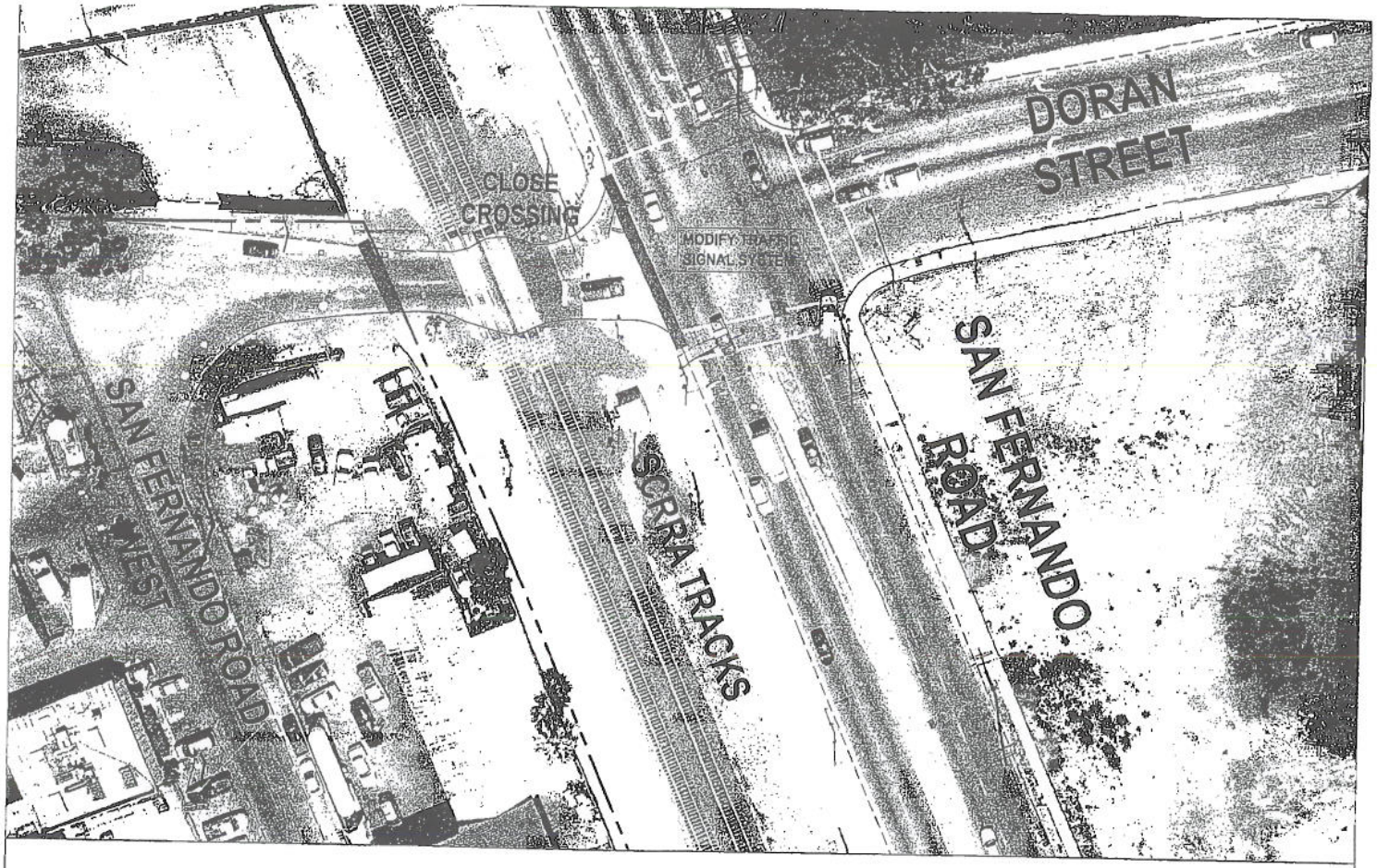
1 - ADVANCED PRE-EMPTION SYSTEM
2 - EXTINGUISHABLE MESSAGE "NO-LEFT/NO RIGHT TURN" SIGNS
3 - WIDEN BROADWAY, BRAZIL ST., & SAN FERNANDO RD. WEST
4 - INCREASE CURB RADII (ALL CORNERS)
5 - INSTALLATION OF RAISED CONCRETE MEDIAN ISLAND
6 - INSTALL FOUR- (4) QUAD GATES (ENTRANCE/EXIT GATES)
7 - MODIFY TRAFFIC SIGNAL, SIGNAGE & STRIPING AT THE INTERSECTION OF BROADWAY AND SAN FERNANDO RD.
8 - INSTALL TRAFFIC SIGNAL SYSTEM AT THE INTERSECTION OF BRAZIL STREET AND SAN FERNANDO RD. WEST
9 - IMPROVE STREET LIGHTING AT THE CROSSING
10-RIGHT-OF DEDICATION BY SCRRA/METROLINK

NOT TO SCALE

PROPOSED SAFETY ENHANCEMENT OF BROADWAY/BRAZIL AT-GRADE RAILROAD CROSSING

EXHIBIT

SEPTEMBER 2006



NOT TO SCALE

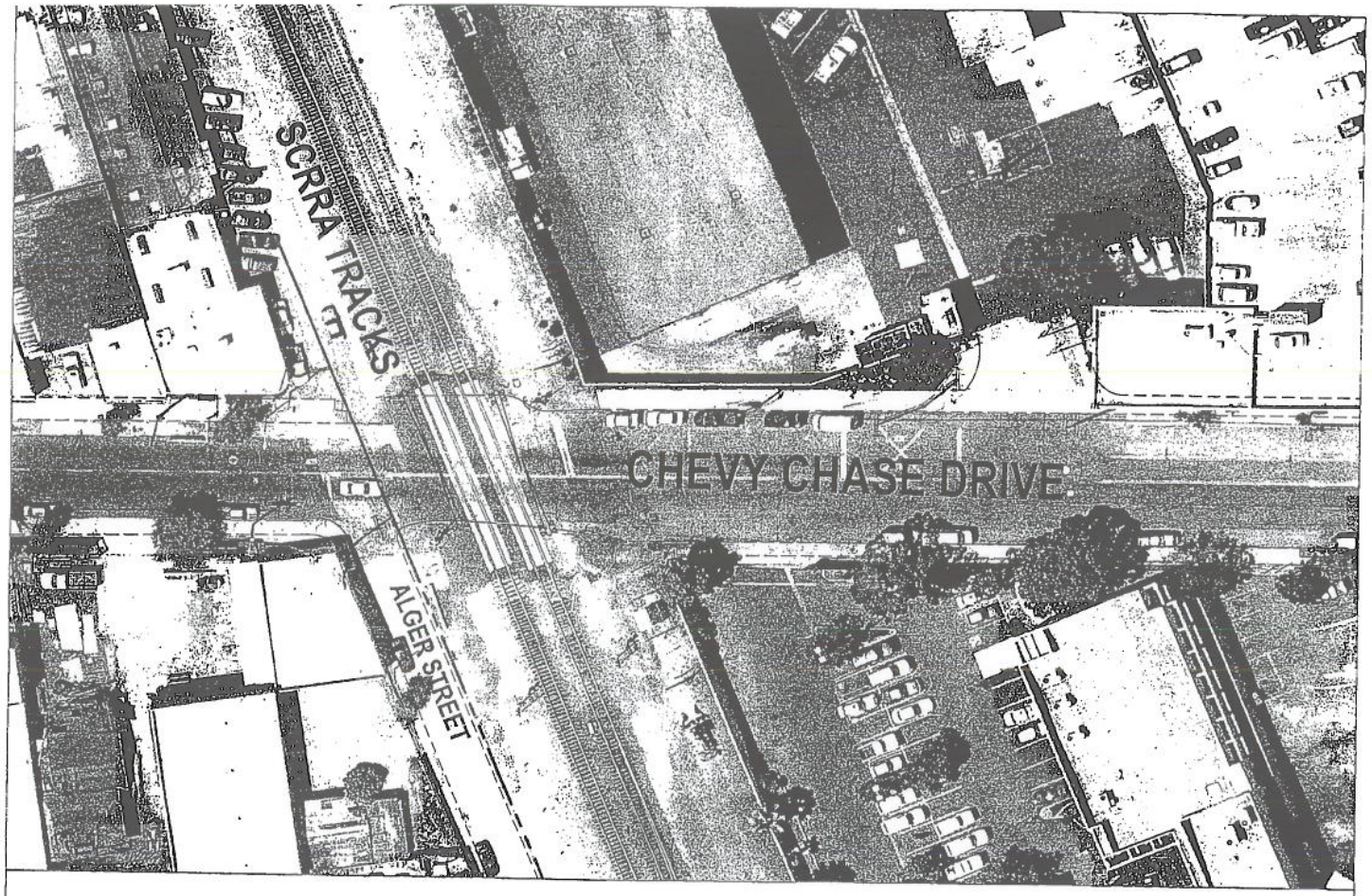
SAFETY ENHANCEMENTS

1 - DORAN ST. AT-GRADE RAIL CROSSING TO BE CLOSED
2 - IMPROVE/WIDEN SAN FERNANDO ROAD WEST (L.A.) , BETWEEN DORAN STREET AND BRAZIL STREET
3 - MODIFY TRAFFIC SIGNAL, SIGNAGE & STRIPING AT INTERSECTION OF DORAN STREET AND SAN FERNANDO RD.

PROPOSED SAFETY ENHANCEMENT OF DORAN STREET AT-GRADE RAILROAD CROSSING

EXHIBIT

SEPTEMBER 2006



SAFETY ENHANCEMENTS

1 - INSTALL SIDEWALK ON CHEVY CHASE DRIVE (ON BOTH SIDES OF STREET)
2 - INSTALL CURB AND GUTTER ON BOTH SIDES OF RAILROAD TRACKS
3 - INSTALL FOUR- (4) QUAD GATES (ENTRANCE/EXIT GATES)
4 - IMPROVE STREET LIGHTING AT THE CROSSING
5 - MODIFY SIGNING AND STRIPING

NOT TO SCALE

PROPOSED
SAFETY ENHANCEMENT OF CHEVY CHASE DRIVE AT-GRADE RAILROAD CROSSING

EXHIBIT

SEPTEMBER 2006

ATTACHMENT 2

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of the City of Glendale for Authority to Construct an At-Grade Crossing of Flower Street Across the Los Angeles County Metropolitan Transportation Authority's Main Line Tracks in the City of Glendale, Los Angeles County.	Application 05-06-020 (filed June 10, 2005)

STIPULATION OF THE PARTIES

Pursuant to the mediation conference held on _____ the parties have agreed to abide by the following:

① Make financial commitments part of CPUC record.

② within 30 days of CPUC authorization of the Flower Street Crossing, the City of Glendale will pass a Redevelopment Agency and City Council Resolution of Authorization in the amount of $6,000,000 to fund the City's obligation under the Settlement Agreement.

③ Begin CEQA review for the implementation of the Settlement Agreement safety enhancements, including the closure of the Doran Street crossing, within 30 days of the CPUC's authorization of the Flower Street Crossing.

For Applicant _____, dated 11/20/06

For Party _____, dated 11/20/06

For Party _____, SCRRA, dated 11/20/06

For Party _____, SVP, The Walt Disney Co., dated 11/20/06

For Party _____, dated _____

For Party _____, dated _____

For Party _____, dated _____

(continued on other side).

Respectfully submitted by,

Mediator _____, dated 11/20/06

(4) A written commitment from the City of Glendale to Mr. Richard Clark that the City of Glendale will continue to use its best efforts to pursue funding for the construction of the SR-134 flyover.

(5) Update CPUC on a quarterly basis regarding the status of all crossings in the settlement Agreement and the SR-134 flyover.

(6) CPUC will support the settling Parties with their efforts to implement the safety enhancements under the Settlement Agreement, including the closure of the Doran Street crossing, as well as the SR-134 flyover.

(7) CPUC and the settling Parties shall use their best efforts to provide expedited input on final design drawings.

(8) CPUC staff will either sign onto the Settlement Agreement or withdraw its protest to the City's application for authorization to construct the Flower Street Crossing.