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EXECUTIVE DIRECTOR

August 16, 2023

Aastha Vashist
Community Development Department
456 W Olive Ave
Sunnyvale, CA 94086

Subject: 1170 Sonora Court Project – Lawrence Caltrain Connection

Dear Aastha Vashist,

I am writing on behalf of the Peninsula Corridor Joint Powers Board (hereinafter referred to as "JPB"). We hereby wish to convey our preliminary support for the proposed schematic design, intended to facilitate a connection between the property located at 1170 Sonora Court (hereinafter referred to as "1170") and the Lawrence Caltrain Station property (APN 205-50-032).

The planning documents dated June 15, 2023, and included as Exhibit 1, have been reviewed for conceptual compliance with JPB's standards. The improvements include the installation of a raised crosswalk with associated striping and signage, the relocation of a storage locker, and accessibility upgrades along the path of travel from 1170 to the station platform. All final plans will be subject to a formal review of technical construction documents for final approval, which approval will require that the developer of 1170 be responsible for any and all ADA upgrades for the accessible route from 1170 Sonora Ct. property through Caltrain's parking lot and onto Caltrain northbound station platform.

As it pertains to property ownership and maintenance responsibilities, and subject to final review, JPB supports and is prepared to enter into our standard form "Right of Entry Agreement" to permit the applicant to execute the proposed improvements on the JPB's property. A copy of our current standard form Right of Entry Agreement is attached as Exhibit 2. It is our understanding that the inclusion of a public access easement on the 1170 property will be addressed through negotiations between the property owner and the City of Sunnyvale, and we support that easement being for the benefit of the City.

PENINSULA CORRIDOR JOINT POWERS BOARD

1250 San Carlos Ave. – P.O. Box 3006
San Carlos, CA 94070-1306 (650) 508-6200

Vashist
August 16, 2023
Page 2 of 2

In conclusion, the JPB is very supportive of the proposed connection between Sonora Court and the Lawrence Caltrain Station, and we appreciate the applicant's initiative in reaching out to us to review this proposal. We believe that this project will enhance the overall accessibility of the station, stimulate increased transit ridership, and provide a more convenient mode of transportation for both workers and residents. Moreover, it aligns with broader efforts towards advancing pedestrian and bicycle circulation, traffic reduction, and progress towards achieving environmental and climate objectives for both Sunnyvale and California at large.

If you have any questions or require any additional information, please do not hesitate to reach out to me.

Sincerely,

E-SIGNED by Brian Fitzpatrick
on 2023-08-18 22:13:40 GMT

Brian W. Fitzpatrick
Director, Real Estate & Property Development
Peninsula Corridor Joint Powers Board

Enclosures (2)

Cc: Alexandra Lee, SKS Partners
Tamsen Plume, Holland & Knight
Genna Yarkin, Holland & Knight
Michael Conneran, Hanson Bridgett

EXHIBIT 1

WRNSSTUDIO

505 SECOND STREET
SAN FRANCISCO, CA 94107
415.446.2224 TEL
415.355.6180 FAX
WWW.WRNSSTUDIO.COM

SKS

glc BKF

REVISION	DATE
FORMAL PLANNING APPLICATION	06/05/2021
FORMAL PLANNING APPLICATION #1	06/02/2022
1170 SONORA COURT CONNECTION	07/10/2022
FORMAL PLANNING APPLICATION #2	06/06/2022
FORMAL PLANNING APPLICATION #3	01/18/2023
1170 SONORA COURT CONNECTION	01/18/2023
NE BOUNDARY	DATE

SONORA COURT

1170 Sonora Court, Sunnyvale, CA 94086

REVISION

PROJECT NO. 20210719

DATE: 07/12/2023

SCALE: AS SHOWN

SHEET TITLE

COVER SHEET

SHEET NO.

L0.00



NOTE
THIS IS AN APPLICATION FOR A CROSS WALK CONNECTION FROM 1170 SONORA COURT PROPERTY TO LAWRENCE STATION CALTRAIN PLATFORM. THE PROPOSED CONNECTION PROVIDES ACCESS FOR PEDESTRIANS AND FOLLOWS THE EXISTING DRAINAGE PATTERN ON SITE.

JUNE 15, 2023

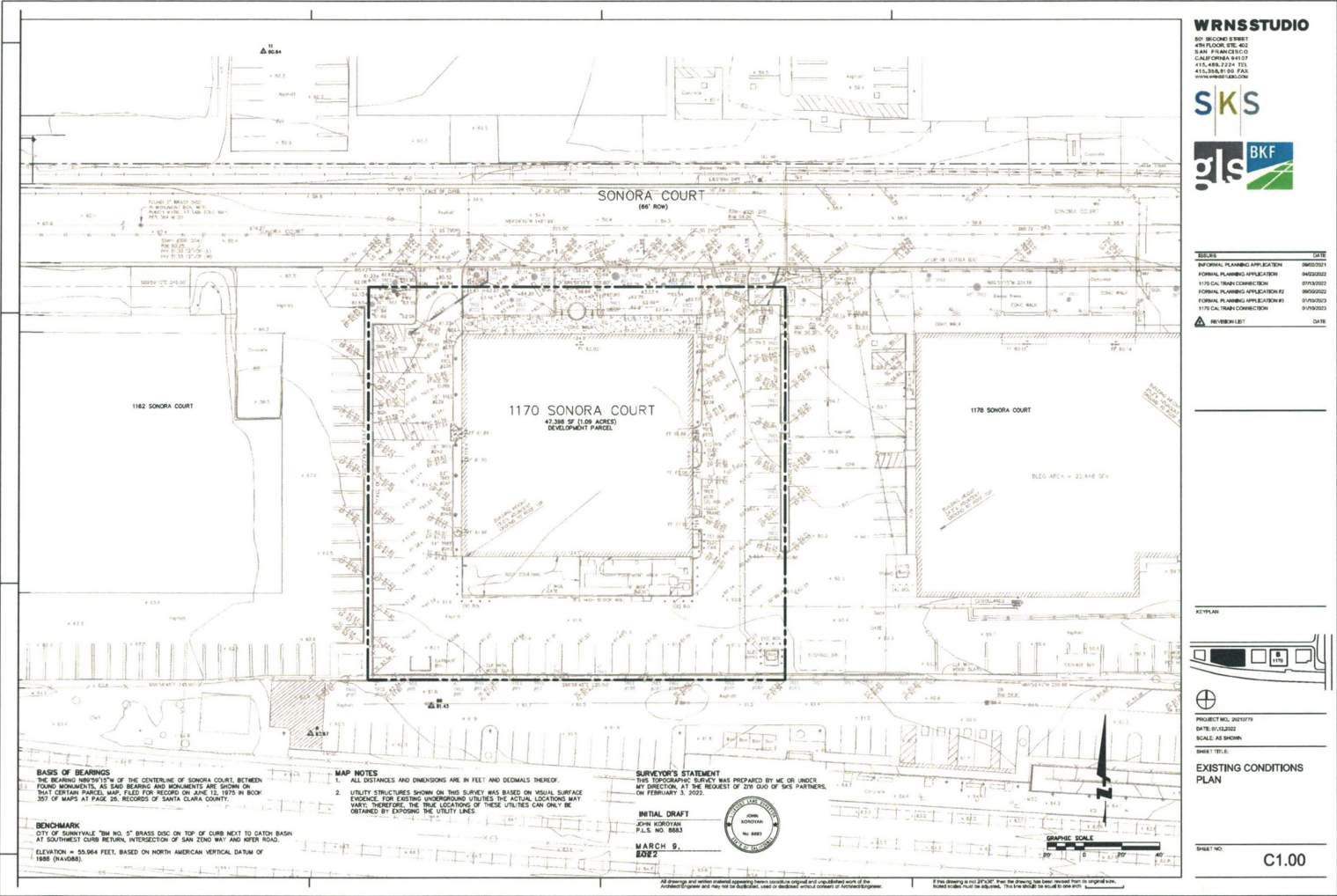
RENDER VIEW FROM LAWRENCE CALTRAIN STATION

SHEET LIST

NO.	CONTENT	COMMENTS
L0.00	COVER	
E1.00	EXISTING CONDITION PLAN	
L0.02	KEY PLAN & RENDER VIEWS AT THE WALKS	CONNECTION WITH LAWRENCE CALTRAIN STATION
L0.03	LANDSCAPE ILLUSTRATIVE SITE PLAN	
E2.00	ENLARGEMENT PLAN AT AREA 1	
E2.01	ENLARGEMENT PLAN AT AREA 2	
L0.06	PHOTOGRAPHY EXISTING & PROPOSED CONDITIONS	

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If this drawing is not 24" x 36", then the drawing has been reduced from its original size.
WRNSSTUDIO shall be responsible. This sheet should be signed by one of the following:



WRNSSTUDIO

504 SECOND STREET
4TH FLOOR, STE. 402
SAN FRANCISCO
CALIFORNIA 94107
415.494.2334 TEL
415.358.9188 FAX
WWW.WRNSSTUDIO.COM



SERVICE	DATE
FORMAL PLANNING APPLICATION	04/03/2021
FORMAL PLANNING APPLICATION	04/03/2021
1175 CALTRAIN CONNECTION	07/16/2021
FORMAL PLANNING APPLICATION #2	09/08/2021
FORMAL PLANNING APPLICATION #3	11/08/2021
1175 CALTRAIN CONNECTION	01/08/2022
SEC. 150.1 LIST	DATE

SONORA COURT
1175 Sonoma Court, Sunnyvale, CA 94086

KEY PLAN



PROJECT NO. 303107A
DATE: 07.12.2023
SCALE: AS SHOWN
SHEET TITLE

KEYPLAN &
RENDER VIEWS
AT THE MEWS

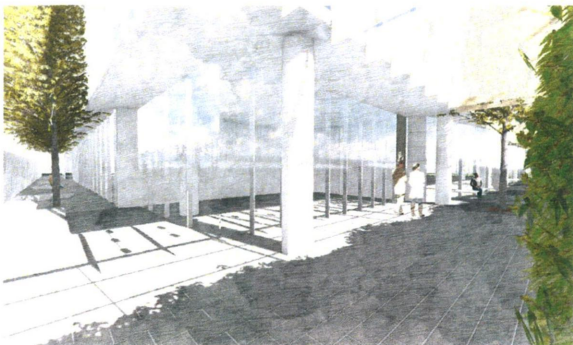
SHEET NO. L0.02



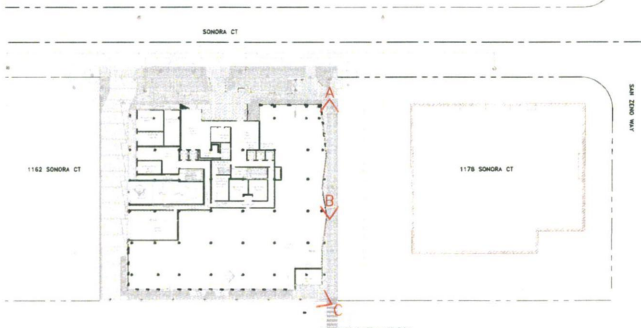
B



A



C

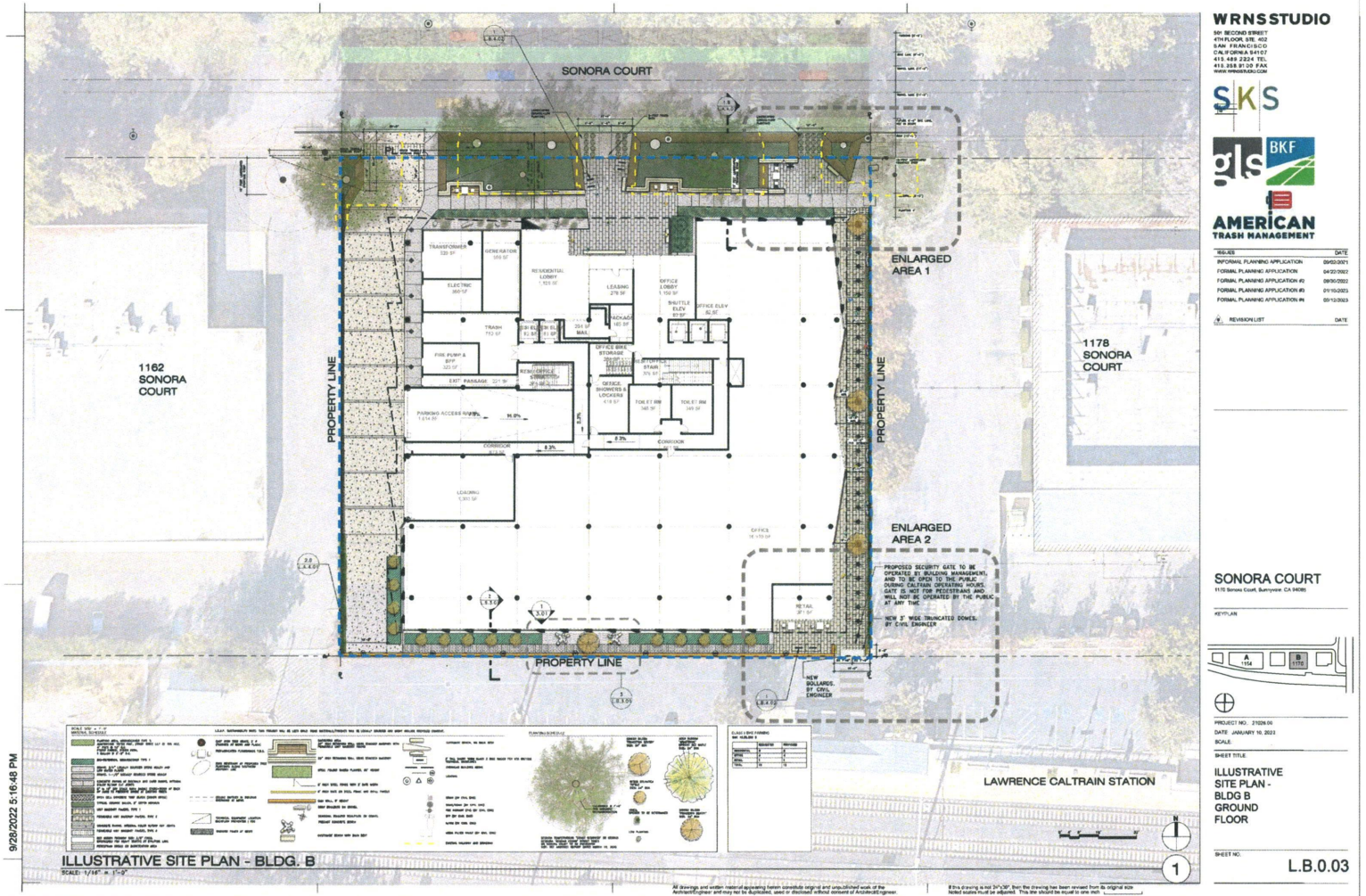


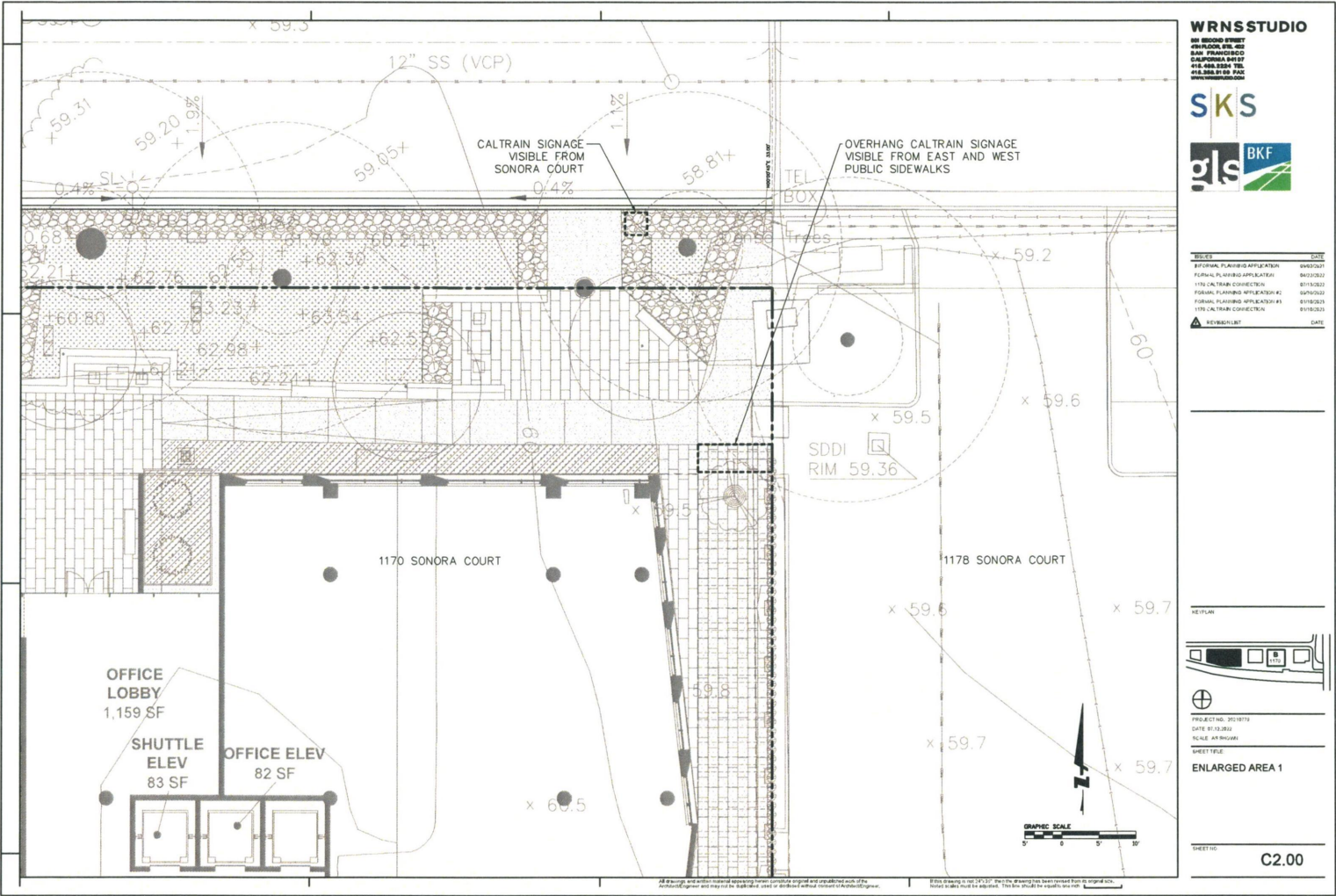
KEY PLAN FOR RENDER VIEWS AT BUILDING B

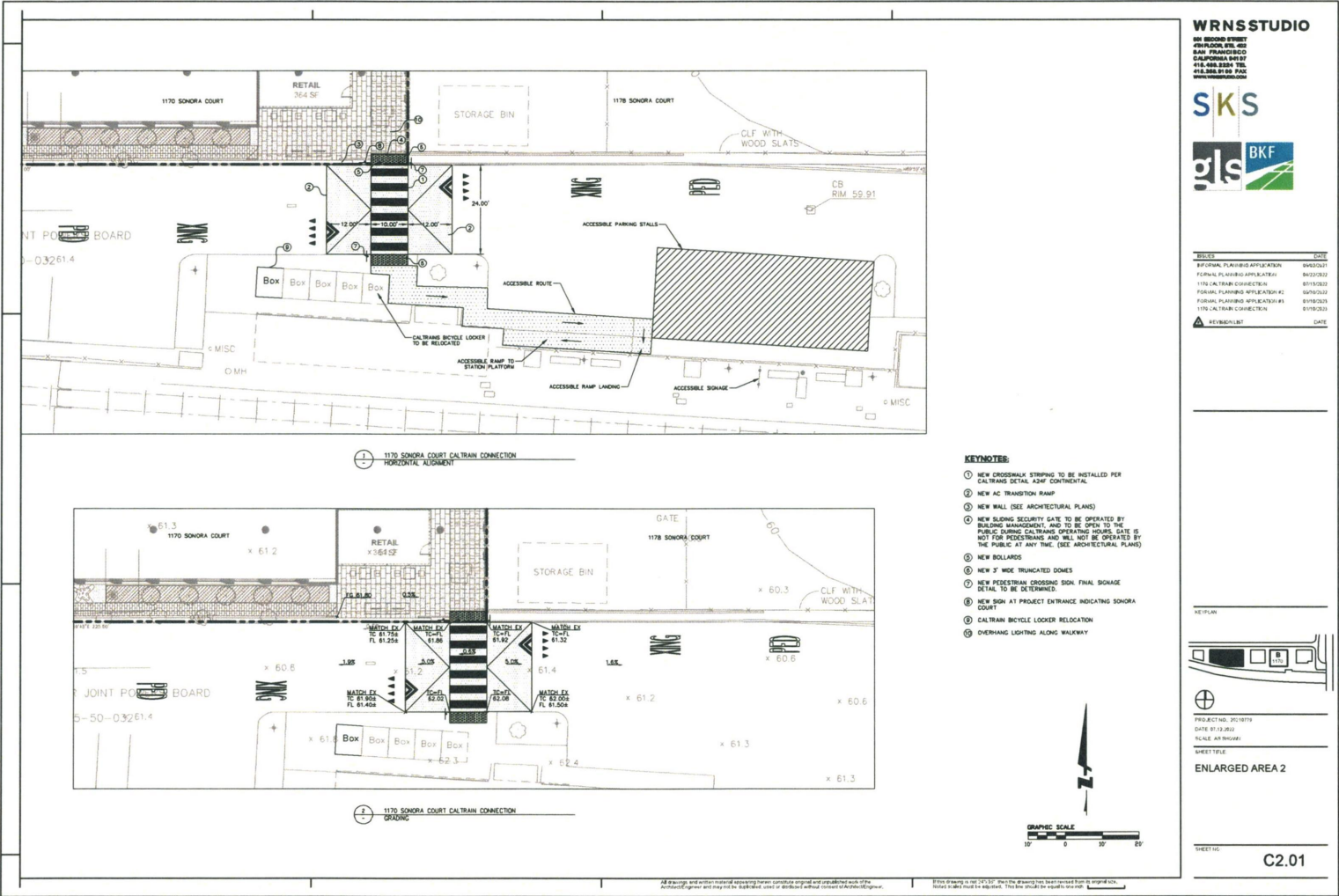
SCALE: 1" = 40'-0"

All drawings and renderings are the property of the architect and shall remain confidential and shall not be used for any other purpose without the written consent of the architect.

If this drawing is not 24x36" then the drawing has been reduced from its original size. No reproduction or alteration is permitted without the written consent of the architect.







WRNSSTUDIO

504 SECOND STREET
SAN FRANCISCO, CA 94107
415.499.2224 TEL
415.265.5188 FAX
WWW.WRNSSTUDIO.COM

SKS

gls BKF

REV	DATE
01	08/20/21
02	08/20/21
03	07/10/22
04	07/10/22
05	07/10/22
06	07/10/22
07	07/10/22
08	07/10/22

SONORA COURT

1175 Sonoma Court, Sunnyvale, CA 94086

KEY PLAN



PROJECT NO. 20210719

DATE: 07/11/2022

SCALE: AS SHOWN

SHEET TITLE

PHOTOGRAPHS EXISTING
& PROPOSED CONDITIONS

SHEET NO.

L0.06



PHOTO 1 | EXISTING CONDITION AT CALTRAIN



PHOTO 1 | PROPOSED CONNECTION AT CALTRAIN

NOTE #1
SLIDING SECURITY GATE TO BE OPERATED BY BUILDING MANAGEMENT, AND TO BE OPEN TO THE PUBLIC DURING CALTRAIN OPERATING HOURS. GATE IS NOT FOR PEDESTRIANS AND WILL NOT BE OPERATED BY THE PUBLIC AT ANY TIME.

EXISTING & PROPOSED CONDITIONS AT THE MEWS FROM LAWRENCE CALTRAIN STATION

1

All drawings and written material appearing herein constitute original and copyrighted work of the Architect/Engineer and may not be published, copied or distributed without written consent of the Architect/Engineer.

If this drawing is not 24x36" then the drawing has been reduced from its original size. Scale is also noted by adjacent. This drawing is equally true to all.

EXHIBIT 2

RIGHT OF ENTRY PERMIT AGREEMENT

This Right of Entry Permit Agreement ("Agreement" or "Permit") is entered into as of this _____ day of _____, 20____ ("Effective Date"), by and between the PENINSULA CORRIDOR JOINT POWERS BOARD, a public agency ("JPB"), [for San Mateo County Permits: the SAN MATEO COUNTY TRANSIT DISTRICT, a public agency ("SamTrans") collectively] referred to herein as "Railroad," or "Permitter" and _____, a _____ corporation ("Permittee").

RECITALS:

A. Railroad is the owner of the peninsula corridor right-of-way ("Right-of-Way"), and specifically that certain real property which is located in the County of _____, State of California, in the vicinity of MP _____, as depicted on Exhibit A which is attached to this Agreement and incorporated into it by this reference (the "Property"). TransitAmerica Services, Inc. ("Operator"), under Agreement with Railroad, operates the Peninsula Commute Service on the Right-of-Way, and oversees maintenance of the Right-of-Way, including the Property.

B. Permittee has entered into a contract with _____ [Name of sponsoring agency] ("Agency") for the purpose of _____ ("Work") upon Railroad's property.

C. Permittee desires to obtain a right of entry permit from Railroad that will permit Permittee to enter onto and work on Railroad's Property in connection with the Work.

D. Railroad is willing to grant the Permit to Permittee on the terms and conditions hereinafter set forth for the purposes of performing said Work.

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the parties agree as follows:

1. Grant of Permit. Subject to the conditions, covenants and restrictions of this Agreement, Railroad grants to Permittee a personal, revocable right of entry permit for the purposes of performing the Work on the Property together with necessary rights of ingress and egress over the Property for these purposes in the location described in the print of the drawing attached and incorporated as Exhibit B.

2. Permanent Improvements. Permittee ____ shall ____ shall not construct any permanent improvements on the Property unless Permittee has entered into a separate agreement with Railroad allowing such improvements.

3. Permit Fee. Permittee shall pay to Railroad a processing fee of \$2100. In addition, Permittee shall also pay a **one-time/annual** permit fee of \$5,000 *per year due and payable on January 1 of each calendar year. The annual permit fee shall increase on January 1 of each year based upon the increase in the Consumer Price Index, all urban consumers/all items for the San Francisco-Oakland-San Jose Area. Permittee shall pay the prorated amount of \$_____ for that portion of the calendar year 20__ remaining payable to _____.*

4. Service Agreement. This Agreement **requires/does not require** the Permittee to enter into a Service Agreement with Railroad.

5. Work Procedures. All Work performed by Permittee shall be performed in accordance with, and in the manner required of the "Contractor", in both the Railroad's Work Procedures described in Exhibit C and Operating Systems Interface, Exhibit D, both of which are attached hereto and by this reference made a part hereof.

6. Condition to Effectiveness. As a condition precedent to the effectiveness of this Agreement, Permittee shall have paid the fees indicated in Section 3 above, made any deposit indicated in Section 4, above and provided to Railroad insurance certificates that certify that Permittee has the kinds of insurance described in Exhibit E, attached hereto and by this reference made a part hereof.

7. Nonexclusiveness of Permit. This permit is nonexclusive and nonpossessory. Permittee must allow access to the Property by other parties possessing prior rights, unless separate arrangements are made with such parties.

8. Prior Rights. This Permit is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use the Right-of-Way in the performance of its transportation operations. There is reserved unto Railroad, its successors and assigns, the right to construct, reconstruct, maintain and use existing and future facilities and appurtenances, including, without limitation, existing and future transportation, communication, railroad tracks and pipeline facilities and appurtenances in, upon, over, under, across and along the Right-of-Way.

This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title that may affect the Right-of-Way. The word "grant" shall not be construed as a covenant against the existence of any of these or establish any ownership interest in the Right-of-Way.

9. Term of Permit. The term of this Permit shall commence upon the start of the Work upon the Property and shall continue until the Work is completed or this Permit is terminated or suspended as set forth herein:

(a) Either party may terminate this Agreement without cause by giving thirty (30) calendar days' written notice.

(b) Railroad may immediately terminate the Permit by notice to Permittee upon Permittee's discontinuance of the Work for one continuous year or the abandonment of any facilities installed on the Property.

(c) Railroad may immediately suspend the Permit by notice to Permittee if Permittee defaults with respect to any covenant or condition of this Agreement; Railroad may immediately terminate this Permit by notice to Permittee if Permittee fails to correct the default within thirty (30) days after receipt of notice from Railroad to do so.

(d) Railroad may immediately terminate or suspend this Permit by notice to Permittee upon any failure of Permittee (or Agency) to reimburse Railroad for any amount owing as and when due as provided any agreement with Railroad.

(e) The Permit shall lapse and become void if Work is not commenced within one year of the date of this Agreement.

Upon suspension of the Permit, Permittee shall immediately vacate the Property and refrain from entering onto it until the Permit is reinstated in writing by Railroad. Upon termination of the Permit for any reason established in this Section 9, Railroad may, at its sole election, at any time thereafter either complete the Work or remove the improvements placed on the Property or any portion thereof and restore the Property to its original condition, at Permittee's sole cost and expense. Permittee acknowledges and agrees that the performance of the Work or the installation of any improvements on the Property pursuant to this Agreement shall not in any way whatsoever limit Railroad's right to terminate this Permit pursuant to the terms hereof or any of Railroad's rights hereunder. Permittee's indemnity obligations set forth in Sections 11, 12 and 13 shall survive termination of this Permit for any reason.

10. Fiber Optics Systems. The rights granted by this Agreement are subject to the rights of Railroad (or anyone acting with the permission of Railroad) to construct, reconstruct, maintain and operate fiber optic and other telecommunications systems ("Systems") in, upon, along, across and beneath the Right-of-Way, including the Property upon which the Work shall be conducted.

Permittee agrees to reimburse Railroad and/or the owner of the Systems for all expenses which would not have been incurred except by reason of the use of the Property by Permittee, its agents, employees or invitees, including relocation costs or any damages incurred by such owner due to injury to the Systems.

11. Assumption of Risk/Waiver of Claims. Permittee shall assume all risk of damage to any and all improvements constructed as part of the Work and appurtenances and to any other property of Permittee, or any property under the control or custody of Permittee while upon or

near the Property of Railroad incident to the performance of the Work, caused by or contributed to in any way by the construction, operation, maintenance or presence of Railroad's operations at the Property and Railroad shall not be liable therefor.

(a) Neither Railroad nor any of its directors, officers, agents or employees shall be liable for any damage to the property of Permittee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Property or its use by Permittee.

(b) Permittee acknowledges that this Permit is freely revocable by Railroad and in view of such fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if such expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, Indemnitees (as defined in Section 12 below) under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under law or equity, in the event that Railroad exercises its right to revoke or terminate this Permit.

(c) Permittee acknowledges that it will not be a displaced person at the time this Permit is terminated or revoked or expires by its own terms, and Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, Indemnitees under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from Railroad under federal and state relocation assistance laws.

(d) Permittee expressly acknowledges and agrees that the fees payable hereunder do not take into account any potential liability of Railroad for any consequential or incidental damages including, but not limited to, lost profits and arising out of disruption to the facilities or Permittee's uses hereunder. Railroad would not be willing to give this Permit in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of Railroad or its Agents, and Permittee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages including (without limitation), lost profits and covenants not to sue Indemnitees for such damages arising out of this Permit or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Permittee pursuant to this Permit, regardless of the cause, and whether or not due to the negligence of Railroad Indemnitees, except for the gross negligence and willful misconduct of Railroad.

(e) As part of Permittee's agreement to accept the Permit Area in its existing condition, and without limiting such agreement, Permittee on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, Railroad Indemnitees, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Property and any related improvements or any law or regulation applicable thereto or the suitability of the Permit Area for Permittee's intended use.

(f) Permittee hereby releases Railroad from any liability, including any claims for damages or extra compensation (i) arising from construction delays due to work by Railroad forces or Railroad operations, (ii) as the result of the failure or inability of Railroad to provide necessary flaggers or inspectors, (iii) due to the presence of Hazardous Materials on the Property, (iv) any failure by Railroad to investigate or identify the presence of such materials, (v) for work done by Railroad forces, or (vi) for Railroad operations.

(g) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Permit.

12. Indemnity. Permittee shall release, defend (with counsel reasonably satisfactory to Railroad) and indemnify the Peninsula Corridor Joint Powers Board, the City and County of San Francisco, the Santa Clara Valley Transportation Authority and the San Mateo County Transit District, the Union Pacific Railroad Company and TransitAmerica Services, Inc. and all of their respective officers, directors, employees, volunteers and agents, the successors and assigns of any of them, (all of the above hereinafter collectively known as "Indemnitees"), from and against all claims, causes of action, proceedings, losses, damages, liability, cost, and expense (including, without limit, any fines, penalties, judgments, litigation costs, attorneys' fees and consulting, engineering and construction costs) for damage to natural resources or other loss of or damage to property and for injuries to or death of any person (including, but

not limited to, the property and employees of each party) ("Liability") when arising or resulting from the use of the Property or performance of the Work by Permittee, its agents, employees, contractors, subcontractors, or invitees or Permittee's breach of the provisions of this Agreement. The duty of Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. It is the express intent of the parties that Permittee will indemnify and hold harmless Indemnitees from any and all claims, suits or actions arising from any cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of Indemnitees, Permittee, or any subcontractor or employee of any of these, except to the extent the Liability was attributable to the gross negligence, willful misconduct or criminal acts of a particular Indemnatee, it being understood and agreed that any Indemnatee not acting in such a manner shall still be entitled to the benefits of this indemnity. Permittee waives any and all rights to any type of express or implied indemnity against Indemnitees. This indemnity shall survive termination of this Agreement. It is the intention of the parties that should any term of this indemnity provision be found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.

13. Hazardous Materials. No Hazardous Materials (as defined below) shall be created, stored, used, disposed of, brought to or handled at any time upon the Property, except Hazardous Materials contained in or used in connection with construction equipment necessary for the operation of such equipment or vehicle being used for work which is authorized on the Property under this Permit. In conducting its operations on the Property, and in arranging for the handling, transport and disposal of any materials known (whether or not hazardous), Permittee shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations or orders of whatever kind or nature and pay all costs of such compliance. Permittee shall immediately notify Railroad when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Property. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Property. Permittee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that a Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee shall, without cost to Railroad and in accordance with all laws and regulations, return the Property to the condition immediately prior to the release. In connection therewith, Permittee shall afford Railroad a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material.

Any Hazardous Materials introduced onto the Property by Permittee, its agents, employees, contractors, subcontractors or invitees, shall remain the property of Permittee, its agents, employees, contractors, subcontractors or invitees, which shall be responsible for disposing of these materials at no cost to Railroad or any Indemnatee, and Permittee shall be obligated to defend, indemnify and hold Indemnitees harmless from any and all Liability arising

from it, regardless of whether such Liability arises during or after the term of this Permit. This indemnity shall not extend to Liability arising from the presence of any Hazardous Materials on the Property, unless (i) such Hazardous Materials were introduced onto the Property by Permittee, its agents, employees, contractors, subcontractors or invitees, in which case this indemnity shall apply, or (ii) Hazardous Materials are present on the Property, and Permittee's handling, excavation, relocation, investigation, disposal or other exercise of control over the Property imposes on the Railroad new or additional liability, which the Railroad would not otherwise have incurred in the absence of Permittee's activities or project. (In such event, Permittee shall pay for and defend and indemnify Indemnitees from and against such additional liability to the extent it exceeds that liability which the Railroad would have incurred in the absence of Permittee's activities or project.)

Any Hazardous Materials not introduced onto the Property by Permittee, its agents, employees, contractors, subcontractors or invitees shall remain the property of the Railroad (or other responsible third parties) and shall not be deemed property of Permittee.

For purposes of this Agreement, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.) or pursuant to Section 25316 of the California Health and Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health and Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Property or are naturally occurring substances on the Property, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. This indemnity shall survive termination of this Agreement. It is the intention of the parties that should any term of this indemnity provision be found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.

14. Compliance with Laws. Permittee shall comply, at Permittee's expense, with all applicable laws, regulations, rules and orders with respect to the use of the property, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality, and furnish satisfactory evidence of such compliance upon request of Railroad. Before beginning work on the Property, Permittee shall also obtain, at Permittee's expense, any and all permits, licenses and approvals required for construction and operation of the Work and shall provide Railroad with copies of such approvals. Under no circumstances shall Permittee damage, harm or take any rare, threatened or endangered species on or about the Property.

Agreement No.

15. Notices. All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either Railroad or Permittee may, from time to time, respectively, designate in a written notice given to the other. Notices shall be deemed sufficiently served four (4) days after the date of mailing or upon personal delivery.

To Permittee:

To Railroad: Peninsula Corridor Joint Powers Board
San Mateo County Transit District
1250 San Carlos Avenue
P.O. Box 3006
San Carlos, CA 94070-1306
Attn: General Manager/Executive Director

With a copy to: JPB General Counsel
1250 San Carlos Avenue
San Carlos, CA 94070
Attn: James C. Harrison, Esq.

Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105-2173
Attn: Joan Cassman, Esq.

To Operator: TransitAmerica Services, Inc.
93 Cahill Street
San Jose, CA 95110
Attn: General Manager

Day-to-day communications shall be directed to JPB's Engineer _____
(Tel: (650) 508-____; Email: _____@samtrans.com and to Permittee's
_____, _____ (Tel: () _____; Email:
_____.

16. Relocation of Permit. In the event Railroad shall at any time so require, Permittee, at Permittee's expense, shall reconstruct, alter, make changes in the location of its facilities on the Property, within 30 calendar days of receipt of written notice from Railroad so to do or such longer period as approved by Railroad. The Railroad shall designate the location for the Permittee to relocate its permit, if on property owned by Railroad. Any necessary property interests shall be obtained at Permittee's sole cost and expense.

Permittee shall perform the work in a manner and at times satisfactory to Railroad. If Permittee fails to perform such work, Railroad may perform the work at the expense of Permittee, which expense shall, upon demand, be paid by the Permittee. The provisions of this Agreement shall apply to all work Permittee performs under this section.

17. Successors and Assigns. Permittee shall not assign nor sublet, in whole or in part, any rights covered by this Agreement, or permit any other person, firm or corporation to use, in whole or in part, any of the rights or privileges granted pursuant to this Agreement, without first obtaining the written consent of the Railroad.

18. No Waiver. No waiver of any default or breach of any covenant of this Agreement by either party shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term or condition by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

19. Severability. Each provision of this Agreement is intended to be severable. If any term of provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

20. Attorneys' Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in the proceeding shall receive, in addition to all court costs, reasonable attorneys' fees.

21. Condemnation. In the event all or any portion of the Property is condemned for public use, Permittee shall receive compensation only in the amount awarded for the taking and damaging of Permittee's facilities related to the Work. Any compensation for damages for taking the Property or Permittee's permit interest thereon awarded to Permittee shall be assigned to Railroad.

22. Governing Law. The rights and obligations of the parties under this Agreement shall be interpreted in accordance with the laws of the State of California as applied to contracts that are made and performed entirely in California.

23. 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.

Agreement No.

24. Integration. This Agreement constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement, which are not fully expressed in this Agreement. The parties intend this Agreement to be an integrated agreement. Any modification of or addition to this Agreement must be in writing signed by both parties.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Permit as of the day and year first above written by their duly authorized representatives.

PENINSULA CORRIDOR JOINT POWERS BOARD

By: _____

*By: _____

Title:

Title:

APPROVED AS TO FORM:

*By: _____

Title:

Attorney

[For San Mateo County Permits only:]
SAN MATEO COUNTY TRANSIT DISTRICT

By: _____

Title:

APPROVED AS TO FORM:

*NOTE: If Permittee is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the President, Vice President or Chair of the Board, and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, or by any person authorized by the corporation to execute written contracts.

Attorney