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**SANTA PAULA BRANCH LINE**

**MASTER PLAN**

December, 1996

*Ventura County Transportation Commission*

# SANTA PAULA BRANCH LINE MASTER PLAN

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## I INTRODUCTION

### BACKGROUND

In 1991, the Ventura County Transportation Commission began a study to determine and evaluate alternative uses for the Santa Paula Branch Line right-of-way. The impetus for this study was the possibility that the then-owner, Southern Pacific Transportation Company, was going to formally abandon service along the line and sell off the right-of-way. Recognizing that the potential for recreating a transportation corridor of this magnitude was remote at best, the VCTC, in cooperation with the Los Angeles County Transportation Commission, studied the potential public uses along the corridor.

In January, 1993, the VCTC adopted the *Ventura - Santa Clarita Rail Corridor Study* which recommended that the VCTC pursue acquisition of the Santa Paula Branch Line. The study concluded that the corridor could be used for continued and expanded rail services as well as a recreational trail and pipeline/telecommunication lines. In short, the corridor represented a substantial public asset worth preserving. Based on this recommendation, the VCTC began developing a funding plan for the acquisition of all of Southern Pacific's Santa Paula Branch Line properties in Ventura County. In October, 1995, the acquisition was completed using a combination of Federal and local funding sources.

### PURPOSE OF THE MASTER PLAN

VCTC's acquisition of the Santa Paula Branch Line was completed only through the active participation and cooperation of the County of Ventura and the Cities of Fillmore, San Buenaventura and Santa Paula. Together, all five agencies developed and executed agreements regarding the funding for the acquisition and the future operations and management of the rail corridor. Copies of these two agreements are included in *Appendix A*. Pursuant to the purposes described in these agreements, the purpose of this Master Plan is:

*To establish a framework of policies, procedures and standards that will guide the management and operation of the Santa Paula Branch Line rail corridor.*

As described in detail in Chapter 2, the corridor involves a number of different uses and activities. Current and future uses include freight and passenger rail services, recreational trails, pipelines/communications lines, train stations, and commercial, industrial and agricultural activities. This Master Plan addresses all of these activities.

### **VCTC/SPBLAC STRUCTURE**

Prior to completing the acquisition of the Santa Paula Branch Line, the VCTC formed an advisory committee to assist with the management and operation of the rail corridor. The committee, referred to as the *Santa Paula Branch Line Advisory Committee*, or SPBLAC, consists of five members and their alternates. The members include the City Managers from the cities of Fillmore, San Buenaventura and Santa Paula, the Director of the County Public Works Agency, and the VCTC Executive Director. The specific duties of SPBLAC, as described in the VCTC Administrative Code, are to *"make determinations, advise the Commission and make recommendations to the Commission regarding the management, uses and operation of the Property, and all facilities and all activities occurring thereon."* Accordingly, this Master Plan was drafted by VCTC staff under the direction of SPBLAC.

Unlike other standing VCTC advisory committees, the VCTC Administrative Code requires special consideration of SPBLAC recommendations. Specifically, a determination or recommendation made by SPBLAC to the Commission cannot be overruled by the Commission with less than six votes. This additional "authority" is reflective of the partnership among the local agencies which made the acquisition possible and will be necessary to make the on-going operation and improvement of the rail corridor a success.

### **MEMORANDUM OF UNDERSTANDING**

Prior to completing the acquisition of the Santa Paula Branch Line, the County, the cities of Fillmore, San Buenaventura and Santa Paula, and VCTC entered into a *Memorandum of Understanding Regarding the Acquisition, Title, Rents, Management, Uses and Maintenance of the Santa Paula Branch*. (see *Appendix A*) This Memorandum, or MOU, established a framework of policy and financial agreements on a range of issues related to the branch line. The MOU outlines agreement on ownership of the rail line, management of station sites, distribution of revenues, establishment of an Enterprise Account, preparation of this Master Plan and a number of other important issues. As such, the MOU has guided the development of much of this Master Plan.

Throughout this Master Plan references to the MOU will be made where appropriate. These references will illustrate not only the fact that the basis for the policy or procedure is rooted in the MOU, but also to show the significant level of agreement that exists among the local agencies. The MOU was reviewed and approved in the fall of 1995 by the three City Councils, the County Board of Supervisors and the Ventura County Transportation Commission.



## II DESCRIPTION OF THE CORRIDOR

### THE SANTA CLARA RIVER VALLEY

The Santa Clara River Valley in Ventura County stretches approximately 40 miles from the Pacific Ocean in the City of San Buenaventura east to the Los Angeles County Line and beyond. With an estimated 22,000 acres in citrus crop production, the almost five mile wide valley represents one of the richest agricultural regions in California. The valley is also home to significant water reclamation, mining and quarrying activities, and avocado ranching.

Within the Ventura County portion of the valley there are three incorporated cities and two unincorporated communities. The largest city is the City of San Buenaventura with a population of approximately 105,000. The city is oriented in an east-west manner from the Ventura River east to and along the Santa Clara River. The area along the Santa Clara River is devoted largely to residential, agricultural and light industrial uses, with some limited commercial uses adjacent to Route 101. At the east end of the city lies the small unincorporated community of Saticoy. As in the city, the primary land uses in this community are residential and light industrial.

The Cities of Santa Paula (26,000 residents) and Fillmore (13,000 residents) are both historically rooted in agriculture. Both communities have grown over the years and now provide a range of commercial and industrial services. The easternmost Ventura County community in the Valley is the unincorporated area of Piru. This is a small community of roughly 1,500 residents with only very limited commercial uses. With the exception of the City of San Buenaventura and Saticoy, all of the communities in the valley are separated by large agricultural areas. The map in *Figure 1* highlights the river valley and these five Ventura County communities.

Approximately 10 miles east of the Ventura County line in Los Angeles County lies the City of Santa Clarita, one of the fastest growing cities in Southern California. This city of approximately 150,000 residents essentially straddles the Santa Clara River between Interstate Highway 5 and State Route 14. The unincorporated area between the City of Santa Clarita and the Ventura County line is owned by the Newhall Land & Farming Company, which has proposed a large Residential and Commercial/Office project for the site. If developed as proposed, the project would create a new community of roughly 70,000 residents on 12,000 acres.

In addition to the Santa Clara River itself, the valley floor is traversed along its entire length by two man-made facilities. The first is State Route 126. This highway begins at Route 101 in the City of San Buenaventura and runs east to State Route 14 in the City of Santa Clarita. Over the years the 47-mile long highway has been steadily improved. The section from San Buenaventura to Santa Paula is currently a four-lane freeway. The section from Santa Paula to Fillmore is a four-lane conventional highway, with a continuous left-turn lane/painted median. Construction has recently begun to upgrade the section from Fillmore to the County line from two to four lanes. The segment in Los Angeles County is also scheduled for improvements over the next few years. The second structure to traverse the length of the valley is the Santa Paula Branch Rail Line, which is discussed in detail in the next section.

## **THE RAIL CORRIDOR**

### **Historical Background**

The rail line through the Santa Clara River Valley was constructed in 1887/1888 as a means of connecting Santa Barbara to the San Francisco-Los Angeles main line (San Joaquin Valley) of the Southern Pacific. In 1901, the route between Santa Barbara and San Francisco was completed, making the line through the Santa Clara River Valley a part of the Coast Line. In 1907, Southern Pacific completed a new segment of the Coast Line between Montalvo and Burbank via Oxnard, Camarillo, Moorpark and Chatsworth. This left the Santa Clara River Valley segment to serve as a feeder line, and it was redesignated the *Santa Paula Branch*.

Although local passenger service continued on the Santa Paula Branch until 1934, the primary use of the line was for gathering produce shipments and distributing inbound freight such as packing supplies, building supplies, and consumer goods. In 1978, storm damage severed the line as timber trestles were washed out. Subsequently, Southern Pacific abandoned service on the portion of the line east of Piru and the tracks were removed. Shortly thereafter, from just west of the Ventura County Line to Saugus, title to the abandoned line was transferred from Southern Pacific to the Newhall Land & Farming Company and other adjacent property owners. In October, 1995, the Ventura County Transportation Commission purchased the Santa Paula Branch and all associated holdings of the Southern Pacific Transportation Company. Today, there is limited freight activity on the line from Montalvo to Santa Paula, while excursion and movie filming trains are operated along the segment from Santa Paula to Fillmore.

### **Rail Line Facilities**

The existing physical rail line consists of 28.7 miles of track from Montalvo to Piru. There is no track on the remaining 16 miles of the corridor from Piru to Saugus, although there



LOS ANGELES COUNTY

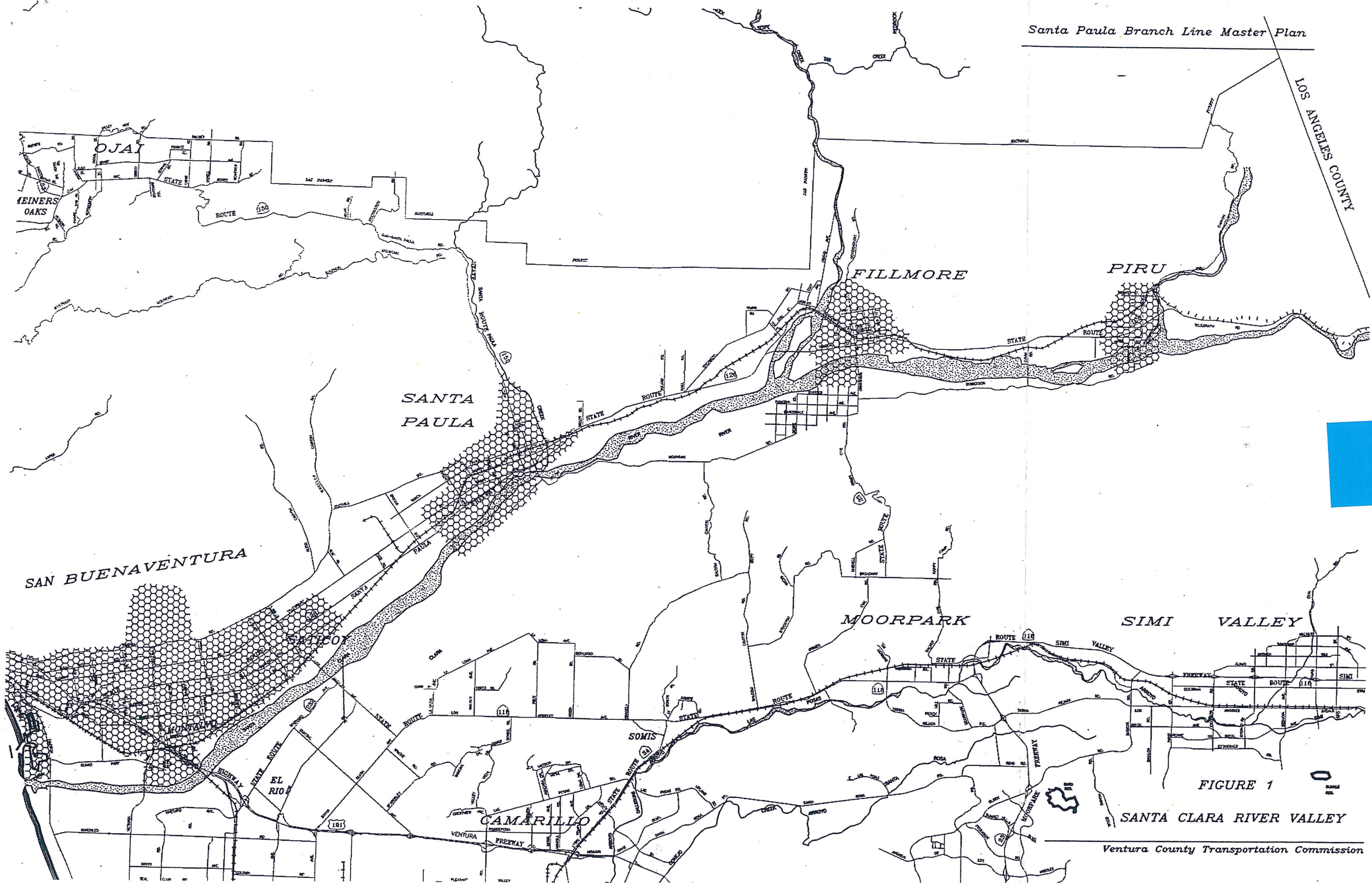


FIGURE 1

SANTA CLARA RIVER VALLEY

is still some route embankment and railbed in place along this segment. The existing line is primarily 80 lb rail while many of the ties are 60 to 70 years old (they were installed following the collapse of the St Francis Dam). The general state of maintenance of the track and structures is just adequate to support the current services along the line. The segment from Montalvo to Santa Paula is designated "excepted" track by the Federal Railroad Administration (FRA) and can be used for freight traffic only. The segment from Santa Paula to Fillmore is designated FRA Class 1, the minimum level for passenger services. These conditions limit freight and passenger train speeds to 10 mph and 15 mph, respectively, along these segments. VCTC is currently pursuing a transit capital improvement (TCI) project to upgrade the branch to Class 1 from Montalvo to Santa Paula.

### **Rail Corridor Right-of-Way**

From Montalvo to East of Piru (the portion of the rail line purchased by VCTC), the rail corridor is for the most part one hundred feet wide, with fifty feet of width on each side of the centerline of track. There are a small number of segments where the width is less than the standard one hundred feet. The most notable of these are on the west side of the City of Santa Paula and at the original station site in the City of Fillmore. The area around the Fillmore station site was purchased by the Fillmore Redevelopment Agency and will be used for the station and other railroad-related activities. There are also segments of the line which are wider than the typical one hundred feet. These consist primarily of the station sites in Saticoy, Santa Paula and Piru. These station areas are discussed in greater detail in *Chapter IV*.

There are numerous leases of portions of the right-of-way for a variety of purposes including parking, landscaping, spur tracks, storage lots, agriculture, utility lines, and public and private road crossings. The utility line leases are primarily for underground water and petroleum product lines and overhead power and telephone lines.

### **HERITAGE TRAIL**

There are currently a number of planning studies being developed and implemented within the Santa Clara River Valley. These include the City of Santa Paula Downtown Improvement Plan, City of Fillmore Downtown Specific Plan, Piru Community Enhancement Plan, Lake Piru Recreation Master Plan, and a potential Rancho Camulos Historic Museum. As a result of these various interrelated planning efforts, a concept known as "**The Heritage Trail**" has evolved. The Heritage Trail represents a vision of what the communities in the valley could cooperatively achieve over the next several years to promote tourism and economic development along the rail corridor from Ventura to Santa Clarita.



The Heritage Trail is directed toward regional economic development that would produce shared economic benefits while preserving the unique small-town character of each community. A typical visitor to the valley today is unlikely to spend significant time in any one community or venture beyond a single town simply because there are limited tourist attractions and visitor services available. The Heritage Trail envisions linking these communities by a common bond and theme they all share - **the railroad**.

While this Master Plan is not intended to directly describe and/or implement this Heritage Trail, it does address very directly a number of the key elements in the Heritage Trail concept. In particular, the branch line corridor and the station sites in Saticoy, Santa Paula, Fillmore and Piru constitute both infrastructure and resources essential to the success of the Heritage Trail. This Master Plan therefore establishes much of the railroad "environment" within which the Heritage Trail will operate. Given that one of the primary goals of this Master Plan is to preserve and improve the branch line in a manner which fosters economic development while preserving the history and character of the Santa Clara River Valley, it should only support and encourage the further refinement and development of a Heritage Trail.

### **III RAIL SERVICES**

#### **COMMUTER RAIL**

##### **Operations**

There are presently no commuter rail passenger services operated on the Santa Paula Branch Line. However, on the western end of the line in Montalvo, the Southern California Regional Rail Authority, commonly referred to as Metrolink, operates a layover site for its two commuter trains serving Oxnard. The layover facility and Oxnard service were instituted in 1994 following the Northridge earthquake. The nearest commuter rail passenger station is at the Oxnard Transportation Center (OTC). Intercity rail service is also provided to the OTC as well as the Ventura Rail Station adjacent to the Ventura County Fairgrounds.

At the eastern end of the rail corridor, in the City of Santa Clarita, is the Saugus commuter rail station which serves Metrolink's Santa Clarita line. Although the portion of the Santa Paula Branch Line in this area has been removed, the City of Santa Clarita and the Newhall Land & Farming Company have expressed interest in reinstating branch line service to connect to the Saugus station and the Metrolink service. Such an action would likely take place as part of the Newhall Land & Farm Company's development of the corridor west of Interstate 5. If this "reconnection" were to occur, the Santa Paula Branch line would once again become the only east-west/coast-to-valley rail line between the Los Angeles and San Francisco areas. As such, the line could serve as an alternate route for intercity services, and as part of the Metrolink commuter rail system.

Whether it is the current commuter rail layover facility, or the potential long term institution of commuter rail service to Santa Clarita/Saugus, the Santa Paula Branch Line will likely continue to be home to commuter rail services in some capacity. The programs and policies in this Master Plan are intended to protect and develop the Santa Paula Branch Line in a manner that would allow any and all of these service levels to be implemented as demand warrants and funding becomes available.

## **Management**

The VCTC is presently responsible for the funding and overall management of commuter rail services in Ventura County. The day-to-day management and operation of these services is the responsibility of Metrolink, a joint powers authority made up of the Transportation Commissions/Authorities from the counties of Ventura, Los Angeles, Orange, Riverside and San Bernardino. Commuter passenger service in Ventura County is operated along the Coast Main Line from the Los Angeles County Line to Oxnard, with layover facilities in Moorpark and Montalvo.

As discussed above, there is potential in the future that the segment of the Santa Paula Branch Line between Piru and Saugus could be reconstructed. If this were to occur, especially in conjunction with proposed developments in Los Angeles County, there may be a market for commuter service along the corridor. If so, the responsibility for management and operation of the portion of the service within Ventura County, similar to current services, would rest with VCTC. This is reflected in the corridor MOU which states the following:

*"VCTC shall have the right, subject to the Master Plan, to control, operate, contract for operation or enter into a joint powers agreement for operation of commuter rail service on the track and right-of-way underlying the track on those portions of the Santa Paula Branch retained by VCTC."*

Consistent with this statement, VCTC currently operates, through Metrolink, the Montalvo layover facility. With respect to this and potential future commuter rail services along the corridor, the goal of this Master Plan is to **preserve the rail corridor right-of-way in a state that is compatible with future commuter rail services**. As future corridor improvements and potential commuter rail services are considered, VCTC will work with the local agencies along the corridor through SPBLAC to ensure they are not only consistent with this goal but also consistent and compatible with local capital improvement projects and area plans. In addition, VCTC will work to ensure that local plans and projects are compatible with potential future commuter rail service.

Today, within Ventura County and most of southern California, commuter rail services are operated by Metrolink. As such, the terms "Metrolink" and "commuter rail" are often used interchangeably. Within this Master Plan, Metrolink is most often used in reference to commuter rail services in general as opposed to the specific existing service provider.

## **EXCURSION RAIL**

### **Operations**

Within this Master Plan, the term "excursion rail" is used to refer to rail services that are not either commuter or freight services. Excursion rail services are similar to commuter rail services in that they are passenger oriented. However, unlike commuter rail services which operate on a regular schedule on a daily (primarily weekday/ peak hour) basis, excursion services are oriented toward weekends and special events. As such, they are often referred to as "recreational" rail services.

On the Santa Paula Branch, excursion rail services are currently operated between the cities of Fillmore and Santa Paula. These services consist of weekend and special event trains, as well as movie filming trains using historic locomotives and passenger coaches. Efforts are underway in these two cities, as well as the unincorporated community of Piru, to redevelop the areas around the train depots to enhance the tourist experience and encourage greater use of these excursion services.

It is a goal of this Master Plan **to expand excursion rail service within the corridor.** This expansion is geared not only to greater service between Fillmore and Santa Paula, but also new services along the other segments of the branch line. The successful operation of the present as well as expanded excursion services is dependent not only on the improvements to the station areas and other passenger amenities, but also proper maintenance and appropriate service agreements. Specifically, VCTC and corridor agencies must work toward the following objectives:

- Improving the train depots and other passenger amenities in the communities along the rail corridor.
- Maintaining the segment of the line between Fillmore and Santa Paula to FRA Class 1 or higher standards; and improving the Fillmore-to-Piru and Santa Paula-to-Montalvo segments to FRA Class 1 or higher standards.
- Reconstructing the segment of track from Piru to Rancho Camulos to FRA Class 1 or higher standards.
- Develop a shared use concept which allows excursion services to operate on segments of the line that also serve freight rail activities.

Accomplishing these objectives will allow the rail corridor to more adequately serve the weekend day and special evening excursions, holiday and special event trains, dinner trains and movie filming trains which are the core of the excursion train services. These operations and uses are not only allowed by this Master Plan but also supportive of local economic development activities.

### **Management**

All excursion services on the branch line are currently operated by Fillmore & Western Railway (also referred to as Short Line Enterprises), a private rail operator, which operates these services under an agreement with the City of Fillmore, and is responsible for the day-to-day management and operation of these services. The City of Fillmore obtained the right to contract for these services on the "*Fillmore Segment*" (approximately from Santa Paula to Piru) through a lease with VCTC. This Master Plan is intended to support a continuation of this institutional arrangement.

It has been agreed, and is outlined in the MOU, that VCTC shall cooperate with the City of Fillmore regarding the continued use of the *Fillmore Segment* by the Fillmore & Western Railway for filming and excursion services. In addition, the MOU states that such cooperation extends to any operations along other segments of the Santa Paula Branch as agreed to by Santa Paula, San Buenaventura or the County within their respective jurisdictions. The MOU further states that "San Buenaventura, Santa Paula and the County hereby agree not to unreasonably withhold approval of operations and uses of the Santa Paula Branch and cooperate with Fillmore and VCTC regarding extension of Fillmore & Western Railway service, use and operations in the unincorporated area of the County and or the incorporated areas of the City of Santa Paula so long as such operations and uses conform to the Master Plan."

The formal vehicle for this local cooperation is the SPBLAC; however, informal and regular communications among the local agencies is encouraged, if not required, to ensure the smooth operation of excursion services along the corridor.

### **FREIGHT RAIL**

#### **Operations**

There is currently only one regular freight customer on the Santa Paula Branch Line - the Weyerhaeuser Paper Company which owns and operates a plant in the City of Santa Paula. There are also a very small number of intermittent and seasonal freight shippers. It is a goal of this Master Plan to **preserve, improve and expand these freight services**. The Union Pacific is currently the operator responsible for handling these freight shipments. They have retained this

responsibility through the *Usage Agreement* which was executed by Southern Pacific (now Union Pacific) and VCTC concurrent with the Purchase and Sale Agreement. The *Usage Agreement* establishes the framework within which freight activities shall occur along the corridor and is discussed in detail in the *Management* section below.

To attain the goal of preserving, improving and expanding freight services within the corridor, the following objectives must be met:

- Upgrade and maintain the entire line to FRA Class 1 or higher standards.
- Ensure that VCTC and local planning and development activities consider the potential construction of freight transfer facilities along the line, especially in Montalvo adjacent to the Coast Main Line.
- Develop an expanded freight service concept and execute appropriate agreements with Union Pacific.

#### **Management**

The responsibility for managing and operating freight rail services on the branch line rests almost entirely with the Union Pacific. Union Pacific's rights and responsibilities regarding freight service are outlined in detail in the *Usage Agreement*. It is important to note that although the *Usage Agreement* covers only the segment from Santa Paula to Montalvo, this effectively includes freight activity on the entire segment as any freight traffic must run along that segment to access the Coast Main Line and distant markets and suppliers. Moreover, given the legal obligation to continue to provide freight service to the current shippers, the *Usage Agreement* also affects the provision of passenger and excursion rail services from Santa Paula to Montalvo. The primary elements of this agreement are summarized as follows:

- Union Pacific has the sole and exclusive right and obligation to provide freight rail service on the Santa Paula Branch from Montalvo to Santa Paula.
- If VCTC wishes to operate, or have operated, passenger service along this segment of the branch line it must give 6 months prior written notice to Union Pacific, during which time the *Usage Agreement* is to be renegotiated.
- Union Pacific is not obligated to make any track improvements or modifications for the purpose of providing rail service to any new shippers.
- Union Pacific is responsible for maintenance of the branch line segment as well as operating and dispatching functions.

- VCTC is responsible for any material improvements to the track, unless the improvements are solely the result of Union Pacific's use of the line.
- VCTC may request, at any time, to assume common carrier obligations and all rights and responsibilities related to freight services along the branch line.
- Union Pacific may, with VCTC approval, contract with another operator to provide freight service along the branch line segment.

Based on these items, it is clear that current provision and management of freight activity on the branch line from Montalvo to Santa Paula is the sole responsibility of Union Pacific. One of the goals of this arrangement was to relieve VCTC of the requirements associated with being designated a Common Carrier by the Interstate Commerce Commission (ICC). If in the future VCTC were to seek Common Carrier status, the *Usage Agreement* would be renegotiated and the roles and responsibilities of VCTC and Union Pacific regarding rail freight activity on the Santa Paula Branch Line would be revisited.

## IV RAIL STATIONS

VCTC's acquisition of the Santa Paula Branch Line included three of the original station sites where passenger depots were located to serve the communities of Saticoy, Santa Paula and Piru. The Saticoy station site is unique in that VCTC acquired the depot building itself as part of the branch line purchase. While the Santa Paula Depot is currently located on the original station site, the structure was not owned by Southern Pacific and therefore not included in the sale. There is no rail depot structure in Piru; the station site is largely vacant.

In addition to the three formal sites acquired by VCTC, there is also a station site located in the City of Fillmore that was previously purchased by the Fillmore Redevelopment Agency. The site is an integral part of the City's redevelopment efforts and plans are underway to move the original Fillmore Depot back to the station site, approximately six hundred feet from its original location.

These station sites and the depot structures associated with some of them are a critical element to not only the function but the form of the Santa Paula Branch Line. The stations will be the primary contact points for the public. As such, the viability of the branch, both in the near and long term, as a passenger corridor is dependent on the appropriate development and use of these station sites. While many of the standards and allowable uses of the various station sites are the same, the unique nature of each warrants that they be described and discussed separately in this Master Plan. Moving from West to East, each rail station site is discussed below.

### SATICOY

#### Station Site

The Saticoy station site represents one of the historic depot locations developed by Southern Pacific in the late 19th century when the branch line was initially constructed. The site ranges from 240 feet at its widest to just over one hundred feet wide at its narrowest point, stretching from State Highway 118 east to Clavel Avenue. The station site is shown in *Figure 2*. As shown in the figure, the station site is irregularly shaped, which is due in large part to Southern Pacific selling portions of the site for other uses. At the time the corridor was acquired from



Southern Pacific, there were a number of active leases for commercial and industrial uses within the station site right-of-way. These uses are consistent with current zoning designations as well as the uses on adjacent properties.

This site is unique among those acquired by VCTC in that it includes the original train depot structure in its original location. The train depot is currently being leased to a building supply company.

### **Historic Preservation**

Although the Saticoy Depot was constructed in 1887, the structure has over the years been "remodeled" and modified to an extent that it is not currently considered eligible for historic landmark designation. When VCTC approached the State for funding to acquire the branch line, one of its primary stated goals was to preserve and enhance the historical significance of the rail corridor. The Saticoy Depot was specifically cited as an important opportunity to purchase and restore a structure of not only community and corridor significance but also of county-wide import. As such, it is a goal of this Master Plan to **preserve and restore the Saticoy Depot to the extent possible to its original exterior design and appearance**. This goal can be reached if the following objectives are met:

- Make and support applications for grants and other historic and/or cultural preservation funding to support the restoration of the Saticoy Depot.
- Prohibit any further modifications to the exterior of the structure by its current or any future tenants.
- To the extent possible, seek future tenants that would use the depot in a manner more consistent with its historic role in the community.

### **Design Standards**

There are two basic applications of design standards at the Saticoy Station: those for the historic depot building and those for the overall station site. As discussed above, this Master Plan requires that any modifications to the Saticoy Depot be directed toward restoring the structure to its original 1887 design and appearance. *Figure 3* is a photograph of the Saticoy Depot as it looked when used as a Southern Pacific Rail Depot. With respect to the site improvements associated with depot operations (i.e. platform, lighting and parking), as with the Montalvo station, the basic Metrolink design standards discussed later in this chapter should be accommodated to the fullest extent possible.



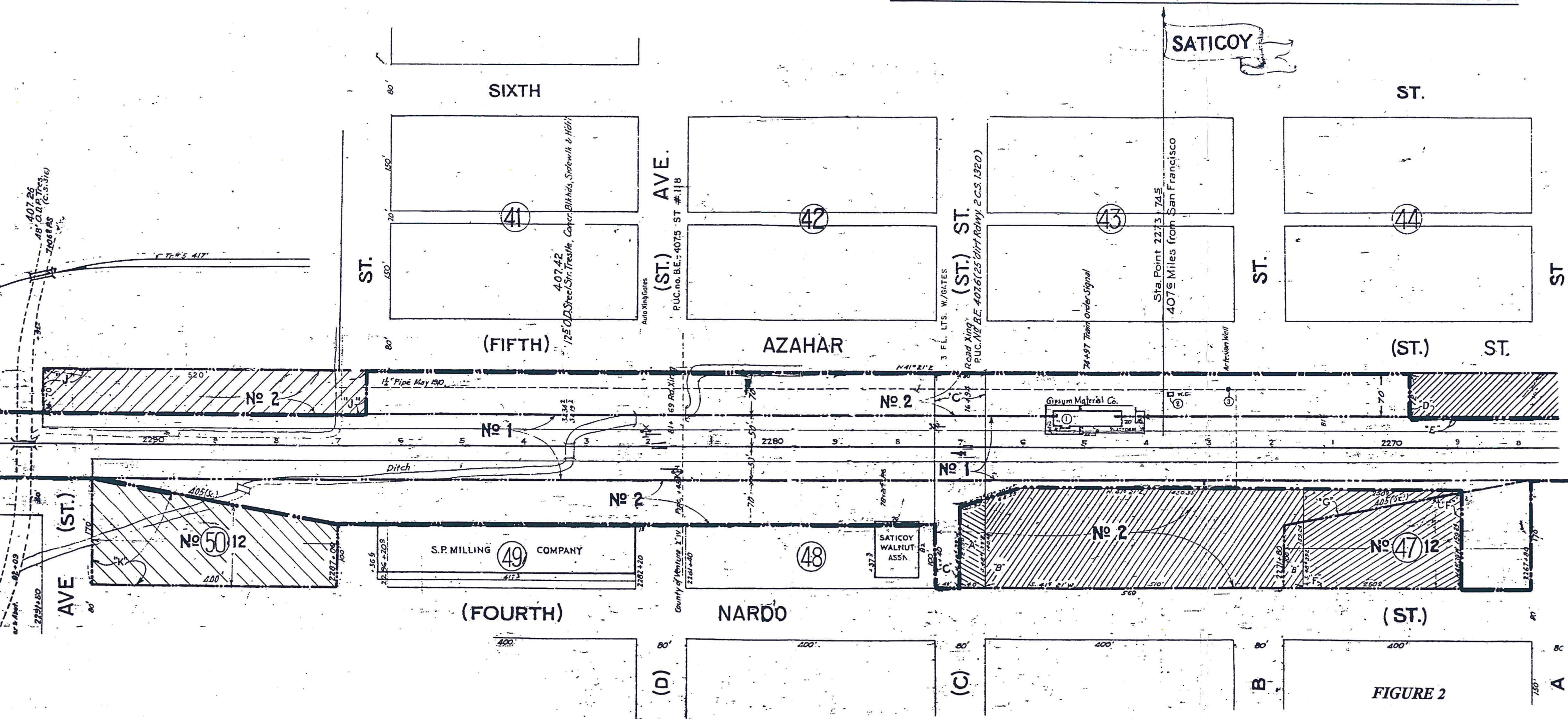


FIGURE 2  
SATICOY STATION SITE

**FIGURE 3**  
**SATICOY DEPOT**

Photo unavailable for Draft

The restoration of the depot structure is intended to affect not only its appearance but its use. The station site area is currently zoned for and used for commercial and industrial purposes. The area has served these uses for the better part of this century and will likely continue to do so in the future. Their continuation in no way conflicts with the goals of this Master Plan. However, the introduction of industrial uses which generate significant amounts of dust, fumes or noise would not be consistent with the goal of restoring the depot to its original appearance and use.

### **Ownership/Management**

The local agency *MOU* specifically addresses the issue of management of the Saticoy Station site. Within the *MOU*, VCTC has agreed to either enter into a long term lease with or convey outright the Saticoy Station property to the County of Ventura. The method of transfer of the property is at the option of the County. Regardless of which option is selected, the County shall receive all rental income from leases, easements, options for easements, and licenses on or related to the Saticoy Station property. If a lease option is selected, VCTC will retain ownership to the site; if title is conveyed to the County they will become owner of the site. Under either option, the County will have responsibility for management of the site.

The station site must be managed and developed in a manner consistent with this Master Plan. Specifically, any site development must preserve the operating right-of-way for rail operations, including potential future commuter rail operations by VCTC. The operating right-of-way is defined as a fifty foot (50') wide section, twenty-five feet (25') on either side of the centerline of the track. It has also been anticipated that this right-of-way may be used in part for the recreational trail to be developed along the corridor. The need for the right-of-way to accommodate this trail will not be known until the preliminary design/engineering of the trail is complete. When that work is complete, its findings and recommendations will be incorporated into this Master Plan.

Management and development plans for the station site must also incorporate the rehabilitation and preservation of the Saticoy Depot, including its use as a passenger station when services warrant. As noted above, the overall development of the site should be directed toward uses which compliment the use of the depot as well as the train and trail activities.

## **SANTA PAULA**

### **Station Site**

As with the Saticoy station site, the Santa Paula Station site represents one of the historic depot locations developed by Southern Pacific in the late 19th century when the branch line was

initially constructed. The site is generally 200 feet wide and stretches from Ninth Street east to almost Oak Street in downtown Santa Paula. The station site is shown in *Figure 4*. As shown in the figure, the station site is fairly regularly shaped, with only one small area south of the tracks between Ojai and Eleventh Streets narrowed due to Southern Pacific previously selling a piece of property from the original station site. At the time the corridor was acquired from Southern Pacific, there were a number of active leases for commercial uses within the station site right-of-way. These uses are consistent with current zoning designations as well as the uses on adjacent properties.

Although the original train depot is on the station site in its original location, the depot building itself was not included in VCTC's acquisition of the rail corridor. The Depot building was previously purchased from Southern Pacific and is now owned by the Santa Paula Redevelopment Agency. Fortunately, over the years the building has been relatively well-maintained and preserved in its original configuration.

#### **Historic Preservation**

The Santa Paula Depot was constructed in 1887, at the same time the Saticoy and Fillmore depots were constructed. Unlike the other two remaining "original" depot buildings, the Santa Paula Depot remains on its original site and has been largely architecturally preserved. As such, the depot serves as a unique and important link to the corridor's transportation and railroad history and its continued preservation and enhancement will only further the goals and objectives of this Master Plan. Because the depot was not purchased along with the overall corridor or the Santa Paula Station site, this Master Plan does not include specific policies or objectives related to its future development and use. Fortunately, the City of Santa Paula has adopted a *Downtown Improvement Plan* which includes the Depot building and calls for its continued preservation and future use as an operating railroad depot.

#### **Design Standards**

As described above, this Master Plan encourages and supports the preservation and enhancement of the Santa Paula Depot building (shown in *Figure 5*) and its future use as a passenger train depot. In addition, this Master Plan encourages uses on the station site to be compatible with the use of the Depot as a rail passenger station. Retail commercial and office uses are obvious examples of compatible uses. The City's *Downtown Improvement Plan* more specifically identifies allowable land uses for the station site and surrounding areas. The City's plan also outlines design guidelines for new structures. These guidelines are consistent with the goal of this Master Plan to preserve the historic nature of the station site and to encourage new economic activity and development in keeping with the character and design of the Rail Depot and other historic structures in the vicinity.

**FIGURE 5**

**SANTA PAULA DEPOT**



**Santa Paula Depot, a Ventura County Landmark.  
Looking west from State Route 150**



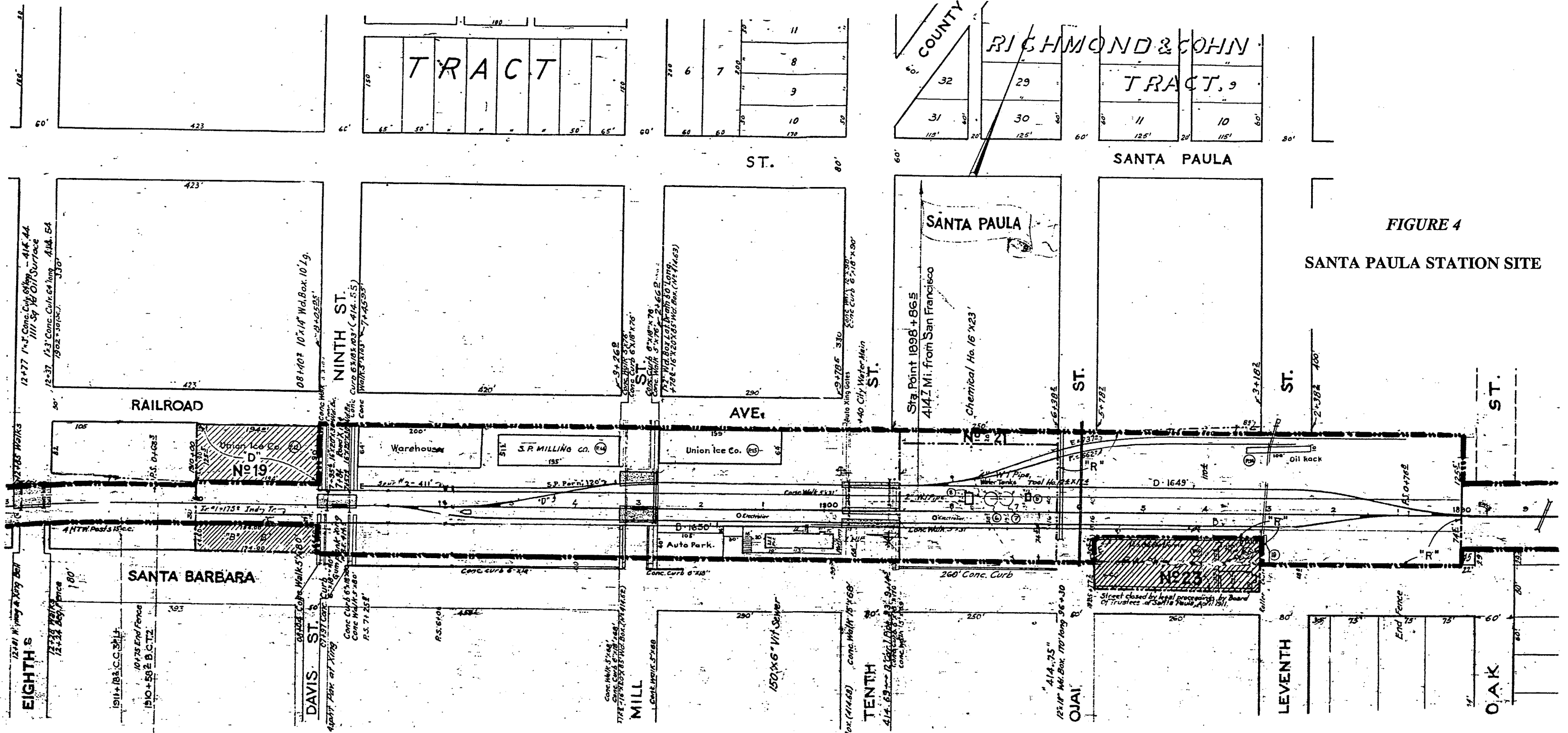


FIGURE 4  
SANTA PAULA STATION SITE

Unlike the stations to the west, the Santa Paula Depot is currently served by rail passenger service. As the western terminus of the excursion trains presently operated on the branch line, the Santa Paula Depot serves as a landmark for recreational train riders. As excursion services are increased and interior and exterior improvements are made to the Depot to make it more accessible, the Depot will not only serve as a landmark terminus but also as an active depot and destination for rail passengers and tourists. As the level of activity in and around the Depot increases, there will be a need for additional parking. Any new parking facilities cannot be constructed within the fifty foot (50') operating right-of-way. Also, any new facilities relating to train operations (e.g. passenger loading platforms) should be constructed to the greatest extent possible consistent with Metrolink design standards. The City of Santa Paula contemplates that the Metrolink platform and parking will be across the tracks and across Tenth Street from the present Depot structure. In effect, there will be two stations on the site.

#### **Ownership/Management**

As described above, the station site area shown on *Figure 4* was acquired and is currently owned by VCTC. However, VCTC has entered into a long-term lease with the City of Santa Paula for this property. The ninety-nine (99) year lease gives the City the responsibility for management, maintenance and on-going operation of the site. In addition, the City retains any rental revenue from existing leases and has the ability to develop and construct new buildings and facilities to foster greater economic activity in the area. The only significant restriction placed on the City's ability to develop the station site is that such development be consistent with this Master Plan and the City's *Downtown Improvement Plan*. With respect to this Master Plan, the only restrictions are that any development within the operating right-of-way be consistent with railroad operations and compatible with the Santa Paula Depot. Further details regarding the Santa Paula station site lease can be found in *Appendix B* which includes a copy of the complete lease agreement.

### **FILLMORE**

#### **Station Site**

The rail station site in the city of Fillmore is unique in that most of the original station site was not acquired by VCTC as part of the branch line acquisition. The City of Fillmore acquired the station site, with the exception of a thirty foot (30') strip along the tracks, directly from Southern Pacific in 1993. *Figure 6* illustrates the original station site and shows the portion acquired by the City of Fillmore. The City acquired this property for the purpose of improving its downtown area and fostering economic growth and activity in the area. The station site is now home to the Fillmore & Western Railway, which operates excursion and movie trains along the



Fillmore segment of the branch line. In addition, the City has recently constructed a new City Hall building south of the tracks between Central Avenue and Fillmore Street.

As part of its redevelopment efforts, the City is working with the Fillmore Historical Society to relocate the Fillmore Depot back onto the station site very near its original location. The depot structure, originally constructed in 1887, is in its original configuration and when rehabilitated will serve as an operating passenger depot as it did until 1935. The Historical Society will be developing a larger historical park area around the Depot consistent with the City's redevelopment efforts.

### **Historic Preservation**

The Fillmore Depot, once it has been relocated to the station site area, will represent the only historic structure on the station site. However, there are a number of historic structures adjacent to the station site and within the greater downtown Fillmore area. The City of Fillmore has prepared and adopted a downtown plan and design guidelines that emphasize the historic character of the downtown. The relocation and restoration of the Depot is in keeping with these plans, and they will further ensure that any new development in the station site area is designed in a manner consistent with its architecture. A photograph of the Depot is shown in *Figure 7*. Because neither the depot structure nor the majority of the station site are owned by VCTC, this Master Plan does not include specific policies or objectives related to historic preservation on the station site. However, the City's efforts in this area are consistent with the overall goals of this Master Plan.

### **Design Standards**

As stated above, this station site is unique in that it was not purchased as part of the greater branch line acquisition. Design standards outside of the immediate track area are the sole responsibility of the City of Fillmore. As mentioned above, the City has adopted design guidelines for the area that require buildings to be designed in a manner consistent with the existing historic structures in the area. The new City Hall, shown in *Figure 8*, is an example of the turn-of-the-century design the City envisions for the area.

While the depot building will be on City-owned property, the planned use of the facility as an operating passenger station means that some elements of its design will be closely connected with the operating right-of-way owned by VCTC. Similar to the Santa Paula Depot, as excursion and recreational train operations are increased, the Depot will not only serve as a landmark historic structure but also as an active depot and destination for rail passengers and tourists. As the level of activity in and around the depot increases, there will be a need for additional parking. Any new parking facilities cannot be constructed within the thirty foot (30') operating right-of-

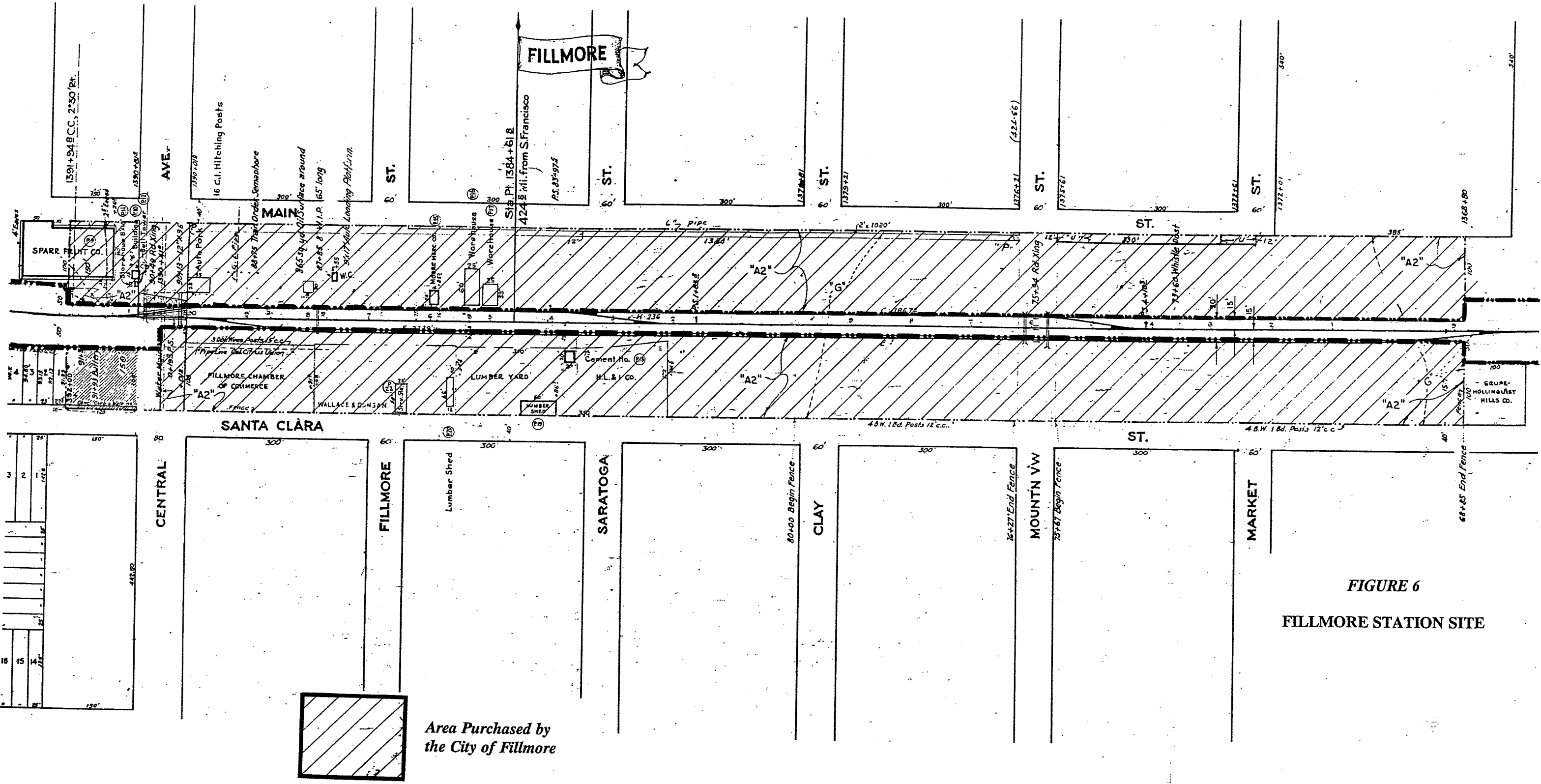


FIGURE 6  
FILLMORE STATION SITE

**FIGURE 7**  
**FILLMORE DEPOT**



**FILLMORE DEPOT, ORIGINAL LOCATION, SOUTH SIDE, c 1970**

**FIGURE 8**

**FILLMORE CITY HALL**



way owned by VCTC, and should not be constructed within the fifty foot (50') general operating right-of-way. Also, any new facilities relating to train operations (e.g. passenger loading platforms) should be constructed to the greatest extent possible consistent with Metrolink design standards.

#### **Ownership/Management**

With the exception of the track and immediate area, the ownership and management of the Fillmore Station Site is the responsibility of the City of Fillmore. As mentioned above, consistent with the definition of "operating right-of-way" included in this Master Plan, there will be no development allowed within the thirty foot (30') operating property owned by VCTC. To date, the City has also not constructed any facilities within the fifty foot (50') operating right-of-way as defined in this Master Plan. This Master Plan encourages the City to continue in this direction and not compromise the integrity of the desired 50' operating right-of-way.

#### **PIRU**

##### **Station Site**

The Piru Station Site, shown in *Figure 9*, is the easternmost station site acquired from Southern Pacific by VCTC. This site is not only without a depot building, but also without operating railroad tracks; presently the tracks end at Main Street. As shown in the figure, the "station site" is an irregular shape due to previous property sales and land divisions. Nonetheless, the area from approximately Main Street to Center Street presents an opportunity to develop a singular and significant station area.

The County of Ventura has recently completed the *Piru Community Enhancement Plan* for the Piru area which addresses the use and development of this site. Although not a formal Specific Plan, the *Enhancement Plan* has been endorsed by the Board of Supervisors as a key document in implementing the Piru Area Plan, which was adopted in 1986. The *Enhancement Plan* proposes to develop the area with commercial and residential uses. Both would be designed in a manner reflective of the agricultural history of the community and the commercial uses would be directed toward the tourist as well as local resident. The entire area would be developed in a park-like setting which would encourage pedestrian activity. As proposed, the Piru Station Site would function as an operating rail depot and would serve as a key element of the Heritage Trail concept described in *Chapter II*.



### Historic Preservation

Although the Piru Station Site is not currently home to an historic depot building, the site itself has a history of rail and rail-related commercial use that should be preserved. As described in the *Piru Community Enhancement Plan*, the development of the site and the rail depot structure should be done in a manner consistent with the existing historic structures in the downtown area. Further, as rail activities increase, it is suggested in the *Enhancement Plan* that the original Piru Depot be reconstructed.

### Design Standards

As described above, this Master Plan encourages and supports the preservation and enhancement of the historical character of the Piru station site. However, the design guidelines within the *Piru Community Enhancement Plan* prepared for the County will be the basis for architectural design of any structures built on the station site. The rendering in *Figure 10* is from the plan and illustrates the building and landscaping designs envisioned for the Piru Station site. Clearly, these guidelines are consistent with the goal of this Master Plan to preserve the historic nature of the station site and to encourage new economic activity and development in keeping with the character of the community and region.

Although there are currently no rail tracks through Piru, it is anticipated that they will be in place in the future. The extension of the tracks the short distance from Main Street past Orchard Street to Warring Park would bring the train through the station site and downtown area. (The County is currently pursuing a transit capital improvement (TCI) project to extend the tracks to south of Center Street.) This short extension would allow the Piru Community to serve as a meaningful and distinct eastern terminus for excursion train services, until such time as the tracks can be extended further east to Rancho Camulos. The construction of the rail line through Piru should be done in a manner that will enhance and not degrade the historic character of the community. Also, as rail structures, parking and other development takes place within this area, it should be designed and constructed outside of the fifty foot (50') operating right-of-way. Also, any new facilities relating to train operations (e.g. passenger loading platforms) should be constructed to the greatest extent possible consistent with Metrolink design standards.

### Ownership/Management

The local agency *MOU* specifically addresses the issue of management of the Piru Station site. Within the *MOU*, VCTC has agreed to either enter into a long term lease with or convey outright the Piru Station property to the County of Ventura. The method of transfer of the property is at the option of the County. Regardless of which option is selected, the County shall be responsible for the management and development of the site and shall receive all rental income



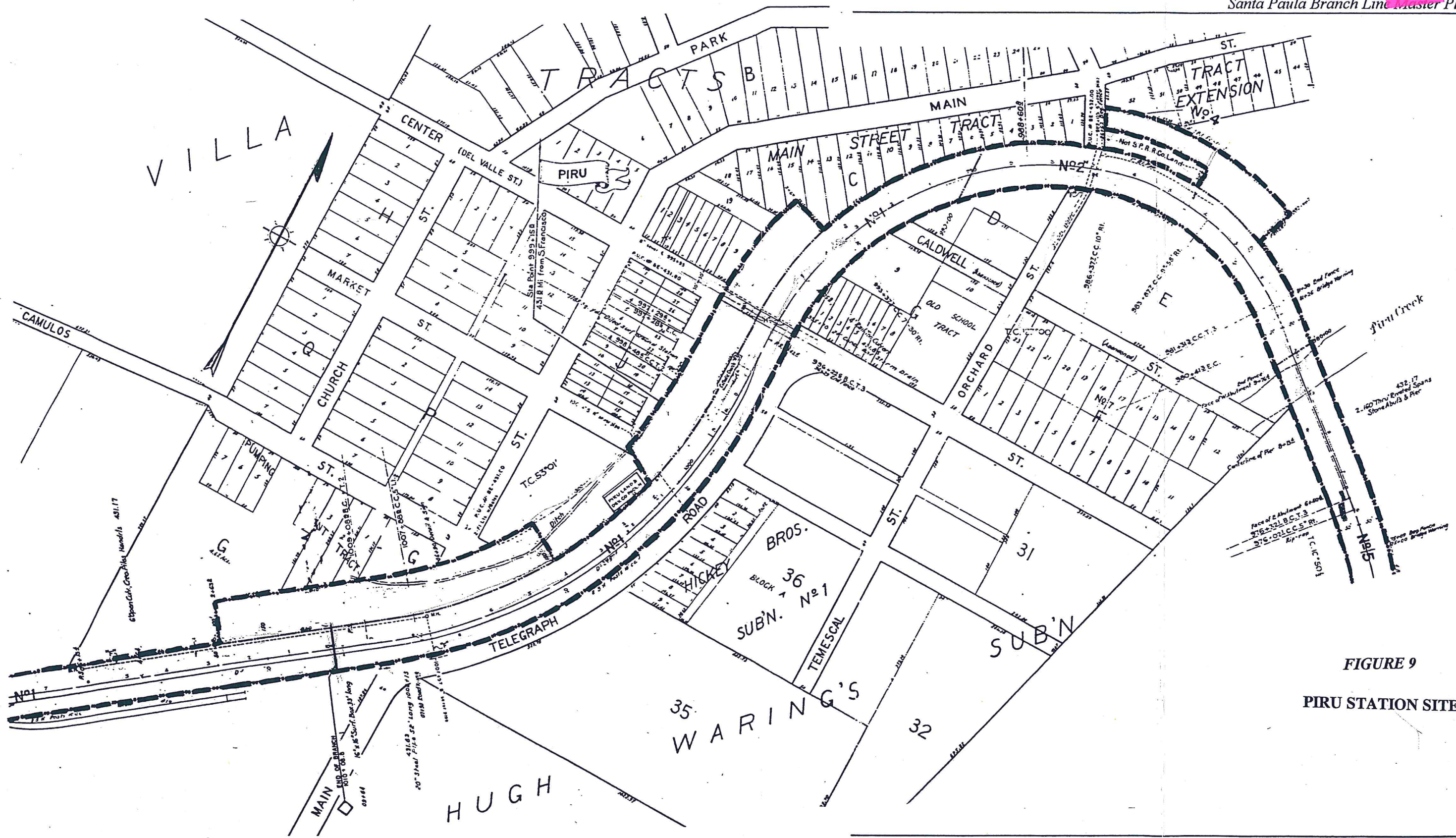
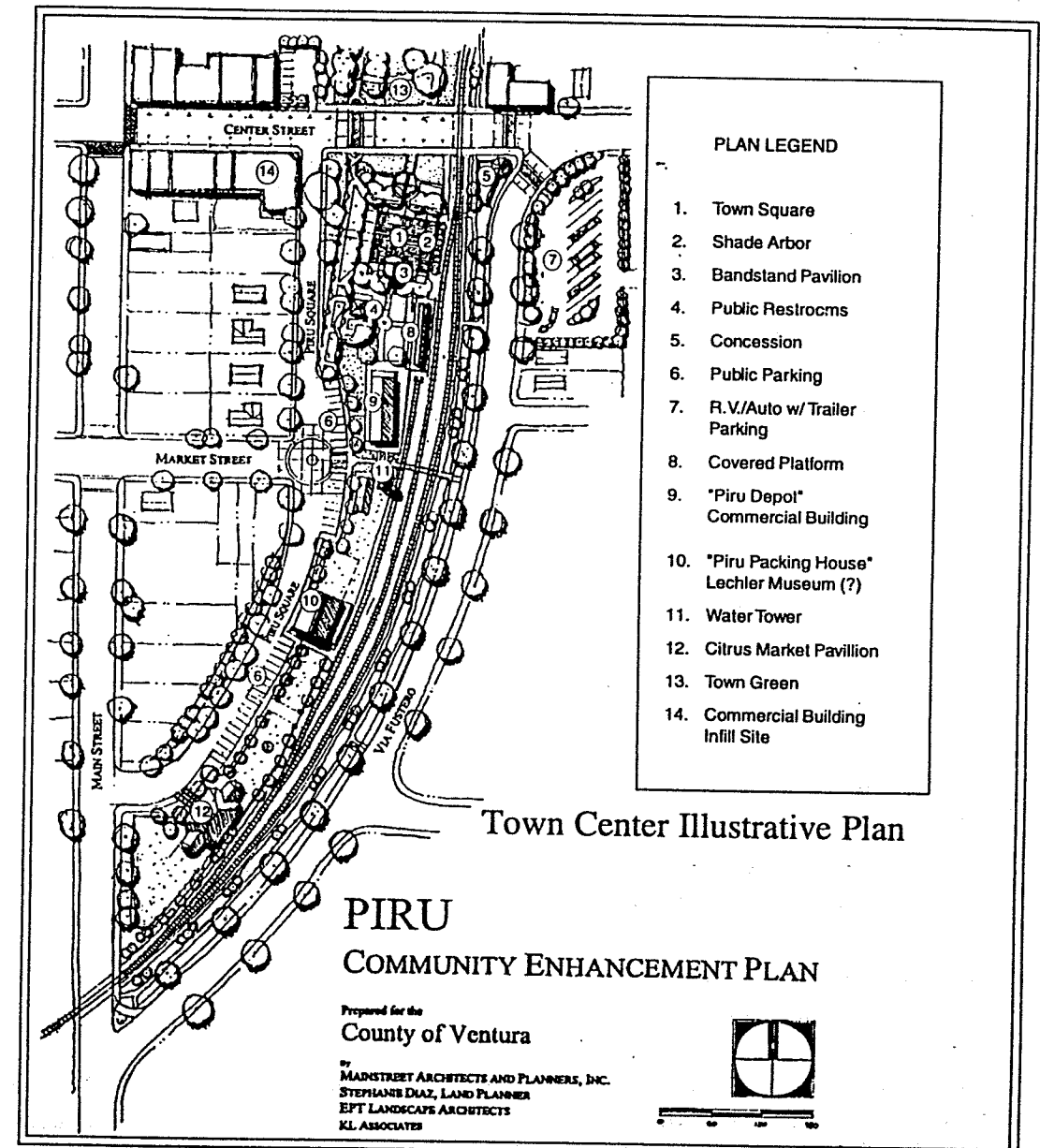


FIGURE 9  
PIRU STATION SITE

FIGURE 10  
PIRU TOWN CENTER PLAN



*The Railroad Property Concept Plan - this plan identifies several opportunities for re-use of this important parcel, including public and private investment opportunities.*



from leases, easements, options for easements, and licenses on or related to the Piru Station property.

As with the Saticoy station site, the station site must be managed and developed in a manner consistent with this Master Plan. Specifically, the site must be developed to preserve the operating right-of-way for rail operations, including potential future commuter rail operations by VCTC. The operating right-of-way is defined as a fifty foot (50') wide section, twenty-five feet (25') on either side of the centerline of the track. It has also been anticipated that this right-of-way may be used in part for the recreational trail to be developed along the corridor. The need for the right-of-way to accommodate this trail will not be known until the preliminary design/engineering of the trail is complete. When that work is complete, the findings and recommendations will be incorporated into this Master Plan.

## **FUTURE COMMUTER STATIONS**

### **Design Standards**

As discussed in *Chapter III*, commuter rail services may be initiated in the long term, following the upgrade and reconnection of the line to Saugus. This potential for commuter services along the corridor in the future suggests it would be wise to consider commuter station requirements, to the extent possible, when designing rail stations. Given that Ventura County's current commuter rail services are operated by Metrolink, it is recommended that Metrolink's *Station Design Manual* be the source for station site design standards. The manual provides detailed information regarding the design, construction and operation of Metrolink stations. Some of the basic design recommendations in the manual include:

- A minimum of 300 parking spaces (exceptions must be approved by Metrolink).
- Inclusion of passenger drop-off zones to accommodate various types of vehicles (i.e. busses, vans and automobiles).
- An initial platform length of at least 425 feet; with available space to expand the platform in the future to a maximum length of 1,000 feet.

The location of the rail line and the undefined characteristics of the initial Metrolink service, if any, to the area suggest that it will not be necessary, or perhaps even feasible, to meet all of the requirements in the *Station Design Manual*. For example, there is not a need for 300 parking spaces at a station that would be served by perhaps only two or four round trips per day. Issues such as these should be addressed on a site-by-site basis as development plans for individual stations are developed.

## **V RAIL LINE DEVELOPMENT**

### **DESIGN STANDARDS**

As mentioned in *Chapter II*, the condition of the rail corridor can broadly be put into three categories: 1) Class 1 track (15 mph maximum speed); 2) "excepted track" (10 mph maximum, freight only); and 3) rail and ties removed (no operations). Clearly, the entire rail line is in need of upgrades and improvements. It is recommended here that future improvements to the track and other facilities on the line be directed toward achieving an FRA Class 4 railroad (i.e. 79 mph maximum speed for passenger service). The reasons for establishing this objective are twofold:

- o In the event the line is reconnected to Saugus and commuter rail services are initiated, a Class 4 track is required to operate the service; and
- o This Master Plan supports the expansion of excursion and freight services on the line. A Class 4 track will greatly improve the reliability and reduce delivery time for freight movements on the line. It will also increase the opportunity for excursion services, such as a "beach" or "fair" train, where the market is more sensitive to schedule and timing.

The design and construction of track and facility improvements on the line, whether done to Class 4 standards or not, should be based to the extent possible on Metrolink's adopted *Engineering Standards*. This will ensure a consistent level and type of improvement along the rail line, help standardize maintenance equipment and practices, and make the potential future transition to commuter rail easier.

### **CAPITAL IMPROVEMENT PHASING**

The current level of rail activity in the corridor does not warrant an immediate investment in Class 4 improvements over the corridor. Further, the limited amount of funding available for capital improvements precludes VCTC from near-term upgrading to Class 4. As a result, it is recommended in this Master Plan that capital improvements be implemented in a phased manner. Based on the condition of the current track and facilities, and the near-term goal of increasing freight and excursion services on the line, the following capital improvement phasing is recommended:

**Short Term Improvements**

- o Repair and upgrade to Class 1 or higher from Montalvo to Santa Paula.
- o Install interchange track in Montalvo.
- o Upgrade East Fillmore Grade Crossing of Route 126.
- o Upgrade to Class 1 or higher from Fillmore to Piru.

**Mid-Term Improvements**

- o Extend Class 1 or higher tracks through Piru to Rancho Camulos (end of VCTC-owned line).
- o Upgrade East Santa Paula Grade Crossing of Route 126.

**Long Term Improvements**

- o Restore/Rehabilitate Saticoy Depot.
- o Upgrade track and signals to Class 4.

There are several factors, in addition to the question of funding availability mentioned above, which impact timing of these improvements. First, the interchange track in Montalvo is needed only if freight activity is increased on the branch line or a short line freight operator is utilized by Union Pacific. Once the Class 1 or higher improvement from Montalvo to Santa Paula are in place and the Union Pacific has defined its operational objectives for the coast main line, the status and level of freight activity will be more clearly defined and the need for this improvement will be established.

Second, the extension of the tracks from Piru to Rancho Camulos is a function of the level of excursion services and the "demand" for excursions to the Camulos Ranch. The demand for such excursions is closely related to the ability of the County and Rancho Camulos to implement their community improvement plans. Similarly, the restoration/rehabilitation of the Saticoy Depot is dependent on the level of excursion services and the County's efforts to redevelop and improve the general station site and overall community.

Third, when specific sections or elements of the rail line are upgraded, it is possible that the differential in cost between a Class 1 or higher upgrade and a Class 4 would be small enough to warrant proceeding with the Class 4 work. If this were to happen, Class 4 improvements might be installed in a near- or mid-term time frame rather than long term as recommended above.

Finally, the long-term upgrade of the line to Class 4 is directly related to the initiation of commuter services. Such services are in turn related to the reinstallation of tracks from roughly Rancho Camulos east to Saugus on property not owned by VCTC. A large development has been proposed along that corridor in Los Angeles County. If that development, which includes the rail corridor, is approved and moves forward, reinstatement of commuter rail service would take place sometime during the 25-year build-out of the project.

### MAINTENANCE

Maintenance of the rail corridor is ultimately the responsibility of VCTC. However, through its lease with the City of Fillmore and its *Usage Agreement* with Union Pacific, maintenance responsibilities for portions of the corridor have been transferred to those parties. Specifically, Union Pacific is responsible for maintaining track, signal and other related equipment from the Coast Main Line in Montalvo to roughly the Santa Paula Depot. The City of Fillmore is responsible for maintenance from Santa Paula to the end of the tracks in Piru. The City has in turn transferred this responsibility to its sublessee, Fillmore & Western Railway. VCTC is directly responsible for maintenance of the line east of Piru. At this time there are no tracks east of Piru and VCTC's maintenance responsibilities are essentially limited to weed abatement.

As the capital improvements outlined above are put in place, these maintenance responsibilities will change. First, the *Usage Agreement* requires Union Pacific to maintain the line at a level needed for it to conduct its business. It is likely, especially given the current level of freight activity, that Union Pacific would not require the line to be improved beyond Class 1. If this were the case, VCTC would assume responsibility for maintenance above Class 1 standards. Although VCTC's lease with the City of Fillmore does not explicitly address this matter, it is possible a similar issue may be encountered for the rest of the line east of Santa Paula.

Local public road crossings along the branch line present a unique situation with respect to maintenance, repairs and improvements. In these cases, the public roads are the responsibility of the local agencies (i.e. the County and the Cities of Fillmore, San Buenaventura and Santa Paula). In order to establish a simple, local agency-based process for addressing these crossings, this Master Plan establishes the following policies:

- o Local agencies are authorized to maintain, repair and improve surface pavement at rail crossings of public streets within their jurisdiction.

- o Prior to initiating any pavement maintenance, repair or improvement activity at an at-grade rail crossing of a public street, the local agency shall notify VCTC and the appropriate rail service operator five (5) days in advance of construction.

#### **OWNERSHIP/MANAGEMENT**

As the owner of the rail line, VCTC is responsible for the management of all current rail facilities. Further, VCTC shall assume and retain ownership of all new rail facilities along the corridor. The only anticipated exceptions to this would be:

- o Rail spurs or other facilities built by property owners or tenants on property not owned by VCTC.
- o Rail spurs or sidings built within the station sites but not within the 50' operating right-of-way.

In this latter case, the ownership and management of the facilities would be addressed in the lease or other agreements between VCTC and the appropriate City or the County.

## VI RECREATIONAL TRAIL DEVELOPMENT

### AGRICULTURAL PROTECTION

The Santa Paula Branch Line and its stations were an integral part of not only the development of the Santa Clara River Valley but its agricultural history as well. The discussions in the previous chapters illustrate that this Master Plan is based in large part on restoring and preserving the rail line's place in the valley's history and economy. The acquisition of the line by VCTC was not based solely on the use of the corridor for rail and rail-related purposes. The line was also purchased for the purpose of developing a recreational trail that would ultimately connect bicycle facilities in Santa Clarita to the beaches and the California Coastal Pathway (bike and hiking trail).

Unlike the rail uses contemplated for the line, biking and recreational trail uses are often considered incompatible with agricultural activities because they place the public adjacent to if not in the middle of active farms and orchards. This creates opportunities for theft and/or vandalism, and can create conflicts with spraying and other agricultural activities. It is anticipated, however, that through proper design and management these problems can be mitigated and agricultural and recreational uses can co-exist. Throughout the remainder of this chapter, as well as in *Chapters VIII and IX*, a number of design standards and management and environmental objectives aimed at ensuring compatibility between these uses will be discussed.

It is recognized that despite all efforts to the contrary, conflicts between agricultural and recreational uses may sometimes be unavoidable. Because it is the agricultural activities that make the Santa Clara River Valley truly unique in southern California, if not the country, it must be protected to the greatest extent possible. Therefore, an underlying principle of this Master Plan is that **where there is a high potential for conflict between agricultural and planned recreational activities, all reasonable alternatives must be explored and all feasible mitigation measures implemented prior to construction of any recreational trail facilities.**

### DESIGN STANDARDS

The recreational trail is expected to function much like the Ojai Valley Trail, which runs along the abandoned rail line from Foster Park to Ojai roughly adjacent to Highway 33. *Figure*

It illustrates a segment of that recreational trail. The only significant functional difference will be that the trail along the Santa Paula Branch Line will prohibit equestrian uses and is adjacent to an active rail line. Therefore, while their function will be similar, the appearance of the trail along the branch line will differ from that of the Ojai Valley Trail. For example, the trail along the branch line will incorporate some boundary fencing to separate trail users from adjacent orchards and the railroad track. In addition, there has been some interest in incorporating historical markers or other elements to highlight historical events such as the Saint Francis Dam disaster. Finally, it is important that the trail design be compatible with the corridor's use for filming; most filming activities rely on the corridor having the appearance and character of a rail line in the days of the steam trains. These and other issues, such as trail security will be addressed during the trail design process.

The VCTC has allocated funds to retain a consultant to complete the preliminary design and environmental review for the recreational trail. A major element of this work will be outreach efforts to involve the communities as well as the agricultural interests (i.e. property owners and tenant farmers) along the line. The outreach efforts will include, at a minimum, public hearings, community meetings and the formation of an advisory committee made up of local residents, landowners and farmers. This represents a substantial undertaking that will take approximately eighteen (18) months to complete. Once the study has been adopted by the VCTC, its design and environmental recommendations will be incorporated into this Master Plan.

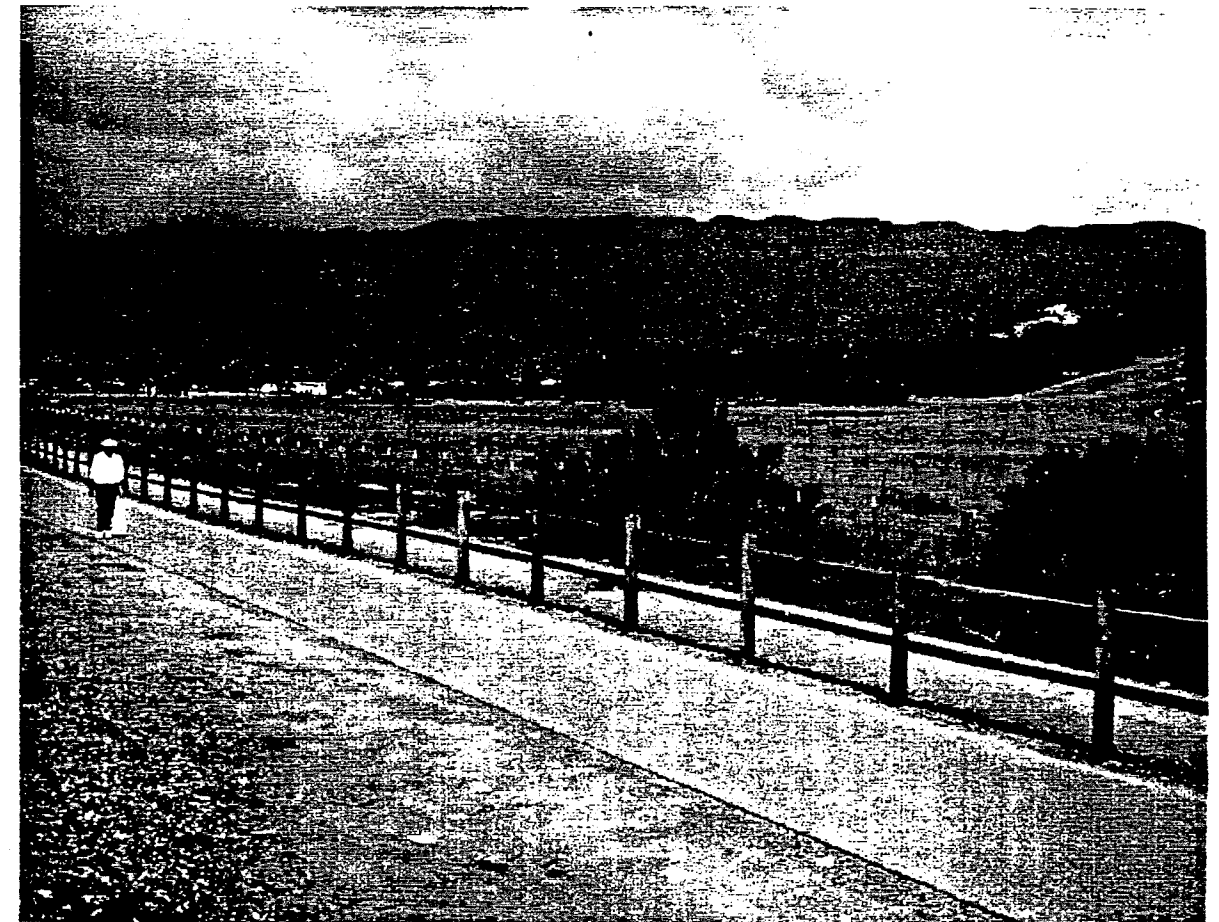
### **CAPITAL IMPROVEMENTS**

The nature and extent of the capital projects leading to the development of the recreational trail will not be known until the preliminary design and environmental study mentioned above is complete. At this time it is only possible to state that the capital improvements will include items such as grading/drainage, paving, fencing and some lighting. Other items, such as irrigation, water fountains and benches/shelters, may also be identified as part of the preliminary design.

### **PHASING**

The construction of the recreational trail will be completed in phases. The cost of constructing such facilities (which ranges from approximately \$200,000 to \$500,000 per mile) makes it impossible to construct all thirty-two (32) miles at one time. While the preliminary design and environmental study may include some phasing recommendations, the construction phasing will be determined primarily by funding availability and potential use. At this time, funding opportunities are generally greater within cities and established communities. In addition, there are more people (potential users) in these areas.

**FIGURE 11**  
**OJAI VALLEY RECREATIONAL TRAIL**





Pending the outcome of the preliminary design and environmental study, it is anticipated that the elements of the trail within the cities of San Buenaventura, Santa Paula, and Fillmore, and the unincorporated communities of Saticoy and Piru will be constructed prior to those segments through unincorporated agricultural areas. Of course, if funds were to become available for those latter segments, they would be constructed in earlier phases.

#### **MAINTENANCE**

The maintenance of any recreational trail facilities will be the responsibility of either the VCTC, the jurisdiction where the facility is located, or through a contract with a special city or county agency. As discussed below, the local jurisdictions have the right to develop recreational trail facilities within their jurisdictions. Prior to the construction of any trail segments by VCTC or a local jurisdiction, an agreement must be reached regarding operating and maintenance responsibilities.

#### **OWNERSHIP/MANAGEMENT**

As mentioned above, the *MOU* gives the local agencies the right to develop recreational trail facilities along the corridor. Specifically, the *MOU* states:

"The County and the Cities shall each have the right to control, manage and operate that portion of any trail or other recreational facility which is not a part of the Santa Paula Branch operating right of way and within the respective jurisdictions of each (within the jurisdiction of the County or any of the Cities)."

At this time neither the County nor any of the cities have indicated the degree to which they intend to exercise this right. However, it is clear that the development and ownership/management of all recreational trail facilities in the corridor will be a cooperative effort: VCTC's role established through its ownership of the rail line, and the local agencies' role established through local plan development and permit review.

## **VII PIPELINE/TELECOMMUNICATIONS DEVELOPMENT**

### **DESIGN STANDARDS**

When VCTC acquired the Santa Paula Branch Line, there existed in the corridor a significant number of pipelines and telecommunications lines along and across the property. The pipelines are exclusively used for moving either petroleum products (e.g., oil, natural gas) or water and sewer. The water lines are both publicly and privately-owned; the sewer line in Montalvo is owned by the City of San Buenaventura. The telecommunications lines are for telephone and cable services; there are no fiber optic lines in the corridor.

Construction of any of these facilities, but especially the underground pipelines, requires that special standards be met. Detailed drawings of these standards are included in Metrolink's *Engineering Standards*, which serve as the standards for this line. It is important to note that these *Engineering Standards* are based not only on "industry standards" developed by the rail industry over the years but also on Federal Railroad Administration (FRA) and California Public Utilities Commission (PUC) requirements.

### **MAINTENANCE**

Within the standard pipeline and communication line agreements inherited from Southern Pacific, the responsibility for on-going maintenance and operation of the facilities rests with the public or private entity which constructed it. It is recommended here that this policy be continued and that any future pipelines or telecommunications lines constructed within the rail corridor be maintained by the entity which has received approval from VCTC to construct the facility.

### **OWNERSHIP/MANAGEMENT**

As with maintenance, the standard pipeline and communication line agreements inherited from Southern Pacific assign ownership and on-going management responsibility for the facilities to the entity which constructs it. These agreements do reserve some control for VCTC. Specifically, the pipeline owner must receive approval from VCTC prior to modifying the pipeline

or communication line and, in most cases, VCTC can terminate the agreement and require that the facility be removed from the property.

#### **NEW FACILITIES**

It is clear that pipelines and communication lines which run along the rail corridor for long distances (referred to as longitudinal lines) have a much greater impact on the rail line than those that simply cross the rail corridor (referred to as transverse lines). Transverse lines are typically at approximately a right angle and therefore a relatively small section, usually one hundred feet, lies within the rail corridor. These smaller sections require less maintenance and have less potential for leaks or other problems which would require additional activity within the rail right-of-way. Longitudinal lines, however, run along the corridor and can be, and often are, tens of miles in length. These are significant facilities and their construction, maintenance and repair can be very disruptive to the rail right-of-way.

These differences mean that these facilities require two different levels of review. It is a policy of this Master Plan that applications for new transverse pipelines and telecommunications lines be reviewed and acted upon at the SPBLAC level. Longitudinal pipeline and telecommunication line applications, however, must be reviewed and approved by the VCTC Board, after SPBLAC review and recommendation.

## VIII ENVIRONMENTAL ISSUES

### HAZARDOUS MATERIALS

Prior to acquiring the branch line, VCTC completed a Phase I Preliminary Environmental Site Assessment which indicated there was potential for hazardous materials to be present on the property. Shortly thereafter, VCTC proceeded with a Phase II Environmental Site Assessment to further evaluate and test the specific sites where hazardous materials were suspected to be present. The Phase II ESA concluded there were a number of sites which required additional testing and possible remediation. Based on these findings, the VCTC/SP *Purchase and Sale Agreement* required SP to conduct further testing, prepare a Workplan and conduct remediation as necessary. The Workplan is scheduled for completion in December, 1996.

With respect to tenants and lessees operating within the rail corridor right-of-way, VCTC's standard lease prohibits the storage of hazardous materials on site. This prohibition was also included in the standard SP lease agreement. This Master Plan calls for the **continued prohibition of the storage of hazardous materials on the rail right-of-way by tenants or lessees**. Continued control of hazardous materials should help protect the line from any future problems associated with leaks, spills or other catastrophic events.

### NOISE

The operation of locomotives and other rail equipment generates a substantial amount of noise. As the level of rail activity increases along the branch line, the noise level will necessarily increase. Although increases in rail service are exempt from the California Environmental Quality Act (*CEQA - Public Resources Code Section 21080*), this Master Plan recommends that all feasible and reasonable noise mitigation measures be implemented as service levels increase. The following noise-related measures, at a minimum, should be considered:

- When service is operated or construction work is scheduled adjacent to residential areas, such activities should take place between the hours of 6AM and 6PM.
- New layover facilities, sidings, repair yards or other similar facilities should be located away from residential areas to the greatest extent possible.

As is typical of most noise mitigation measures, these are aimed at residential areas and limiting noise events to hours when the ambient noise level is highest and noise sensitivity is lowest. It is important to note that, in some instances, it has not been nor will it be feasible to implement these measures. For example, there were no alternative sites, nor an alternative schedule for the current layover facility in Montalvo, which is adjacent to some residences. Similarly, operation of "Dinner Trains" and other evening excursion events are by definition going to take place after 6 PM. In these instances, the only alternative is to operate the services in as "quiet" a manner as possible (e.g. reduced idling adjacent to residences).

### **LIGHT/GLARE**

As with the noise impacts discussed above, rail operations have the potential to generate light and glare impacts. However, these impacts are limited almost entirely to fixed facilities as opposed to operations. Light and glare impact may also be generated by the recreational trail which may include some lighting for safety and security purposes. To mitigate light and glare impacts, it is recommended here that any fixed outdoor lighting be limited to hooded, down facing fixtures. Moreover, outdoor lighting should be installed so as to face away from adjacent residences, if applicable.

### **SAFETY**

Safety has always been a major concern along operating rail corridors. Signals and warning signs are required at intersections and other points of public access and potential conflict. With the future development of a recreational trail along the corridor, the potential for conflict and the importance of safety is elevated. **It is a goal of this Master Plan that the rail and trail corridor be as safe as possible.** To this end, the following objectives shall guide the operation and development of the corridor:

- All signals, lights and signs should be properly maintained at all times.
- All road crossings on the recreational trail should be designed and constructed to minimize potential conflict between vehicles and trail users.
- A fence or similar barrier should be constructed and maintained between the rail line and the recreational trail where appropriate.
- As the recreational trail is developed and rail activity increases, periodic public information and education campaigns should be conducted.

- Where appropriate, the recreational trail should be lighted to enhance the security and safety of trail users.
- Where none currently exists, fencing or other appropriate barriers should be constructed and maintained between the recreational trail and adjacent properties.
- Callboxes or other similar facilities should be installed along the recreational trail in those locations where other communication lines are not available.
- Signs bearing the "rules of the road" should be posted at all points of public access to the recreational trail.
- To the extent feasible, a law enforcement "presence" should be established along the recreational trail on high use days (e.g. weekends and holidays).
- The recreational trail should be constructed in a manner that allows for as much visibility into and within the right-of-way as possible.

Many of these safety measures will be addressed more specifically in the recreational trail *Preliminary Design and Environmental Study*. The final recommendations from that study should be incorporated into this Master Plan.

#### **EMERGENCY ACCESS**

Although many of the measures listed above are intended to prevent accidents or other emergency situations, it is still necessary to plan for and accommodate some emergency response. In this vein, it is essential that the recreational trail be designed and constructed in a manner that allows access for emergency vehicles. At a minimum, all crossings with major public streets must be designed to allow emergency vehicle access. Where there are long distances between major street crossings, minor street and private road crossings should be considered for emergency vehicle access. As with general safety issues, emergency access points will be addressed in more detail in the *Preliminary Design and Environmental Study* for the recreational trail and the findings will be incorporated here.



## **IX PROPERTY MANAGEMENT**

### **ENCROACHMENT PERMITS**

Encroachment permits must be issued prior to any party entering the rail-right-of-way for any temporary use or activity. Activities requiring an encroachment permit include, but are not limited to, survey parties, filming, facilities maintenance, and seasonal agricultural activities. Issuance of encroachment permits can be done directly by the VCTC Executive Director.

### **LEASES, LICENSES AND EASEMENTS**

All leases, licenses and easements must at a minimum be reviewed and approved by SPBLAC prior to issuance. In addition, VCTC Board review and approval is required for the following items:

- o Station site leases or sale agreements with the City of Santa Paula and the County.
- o License Agreements for longitudinal pipelines.
- o Roadway easements.

The list above illustrates that the VCTC Board will be involved in any decisions which have a long-term or permanent impact on the corridor.

Finally, it is stated in the local agency *MOU* that easements shall be granted to the local agencies at no cost. The *MOU* states that if the County or the Cities of Fillmore, San Buenaventura or Santa Paula requests an easement across the branch line, it shall:

"be granted so long as it does not infringe upon the use of the Branch for train operations or recreational trail purposes. In the event that such an easement is granted, it shall be granted to the requesting agency at no cost except for administrative costs required to prepare and review documents necessary to create the easement."



### **RENT/FEE MANAGEMENT**

VCTC staff is responsible for all elements of the work associated with collecting rental and fees associated with property leases and other license agreements. Establishment of rental and license rates shall be the responsibility of VCTC staff in consultation with SPBLAC and, for those items listed in the section above, the VCTC Board. However, for the Saticoy, Santa Paula and Piru Station sites, this responsibility shall be transferred to the County or City of Santa Paula at such time a lease or property transfer is completed. The only exception, as noted in the lease with the City of Santa Paula in *Appendix B*, are rail operating and longitudinal pipeline agreements, which remain under the control of VCTC.

### **GRAFFITI REMOVAL**

VCTC is responsible for removing graffiti from any of its structures within the operating right-of-way. Graffiti removal from structures outside of the operating right-of-way but on VCTC-owned rail property is the responsibility of the tenant/lessee. Where such structures are not under lease, VCTC will be responsible for needed graffiti removal. All graffiti, regardless of the entity responsible for its removal, should be removed as soon as possible, subject to the availability of funds.

### **WEED ABATEMENT**

All property lease holders are responsible for weed abatement on the specific property which they are leasing from VCTC. For example, the City of Santa Paula is responsible for abating weeds on the Santa Paula station site property. There are very few land leases along the operating right-of-way. If leases for portions of this property are developed, they should assign the responsibility for weed abatement to the lessee. Until that time, VCTC, in cooperation with local agencies and users, is responsible for weed abatement along the operating right-of-way.

### **LOCAL PERMITS/APPROVALS**

VCTC shall seek all local permits and approvals required for any construction or other activities on the branch line to ensure consistency with local code and planning requirements. Local permits and approvals, if granted, shall be granted to VCTC at no cost except for administrative costs required to prepare and review documents.

## **X FUNDING & FINANCIAL MANAGEMENT**

### **ENTERPRISE ACCOUNT**

Immediately upon acquiring the Santa Paula Branch Line, VCTC established the *Santa Paula Branch Enterprise Account*. All rents, fees or other revenues generated from the branch line are deposited into the *Account*. The only exception to this is that those rents and other revenues generated by station site properties leased to the City of Santa Paula or the County will be collected by those agencies for their use. Rents and other revenues collected by VCTC are kept in an interest bearing account and are managed by VCTC.

The local agency *MOU* states that the funds in the *Account* may be used as recommended by SPBLAC and the VCTC. The *MOU* further states that funds held in the *Account* shall:

“be used for development of, and on, the Santa Paula branch not leased or conveyed to either the County or the City of Santa Paula for a variety of uses and purposes including, but not limited to, pedestrian/ bicycle trails, green belts, landscaping, recreation facilities, possible future commuter rail service and facilities, excursion trains and such other uses as may be recommended by the SPBLAC and approved by the Commission.”

In short, the funds in the *Account* must expressly be used for rail and recreational trail uses on the operating right-of-way along the entire length of the corridor. An independent financial audit of the *Account* will be prepared annually.

### **ANNUAL BUDGET**

Expenditures from the *Account* are guided by an annual budget. The draft budget is prepared by VCTC staff for review and consideration by SPBLAC no later than April of each year. The final budget is to be presented to the VCTC Board for action no later than June of each year. There shall also be scheduled a mid-year budget review and, if needed, adjustment. Once adopted, the VCTC Executive Director may directly authorize expenditure of funds up to \$5,000

consistent with budget allocations. SPBLAC and VCTC Board approval shall be required for individual expenditures over \$5,000 or in excess of the budget allocation for the item.

#### **CAPITAL IMPROVEMENT PROGRAMMING**

To the extent possible, capital improvement programming will be done through the annual budget process. However, capital improvements often involve long lead times which prevent programming funds in the next annual budget. Moreover, any significant capital improvement will very likely involve state and/or federal grant funding, which is also difficult to budget as it is often awarded on a discretionary basis. VCTC will pursue the capital improvements outlined in *Chapter V* with the intention of funding them to the greatest extent possible with state and/or federal grant monies. Grant opportunities shall be pursued as they are made available and required local match funding shall be reviewed and authorized by SPBLAC and the VCTC Board.

*APPENDIX A*

*LOCAL AGENCY MEMORANDUMS OF UNDERSTANDING*





MEMORANDUM OF UNDERSTANDING  
REGARDING FUNDS AND SERVICES ADVANCED  
FOR PRE-ACQUISITION COSTS ASSOCIATED WITH  
POSSIBLE ACQUISITION OF PROPERTY FROM THE  
SOUTHERN PACIFIC TRANSPORTATION COMPANY

This MEMORANDUM OF UNDERSTANDING REGARDING FUNDS AND SERVICES ADVANCED FOR PRE-ACQUISITION COSTS ASSOCIATED WITH POSSIBLE ACQUISITION OF PROPERTY FROM THE SOUTHERN PACIFIC TRANSPORTATION COMPANY (the "Memorandum") is entered into as of this 7th day of October, 1994, by and between the VENTURA COUNTY TRANSPORTATION COMMISSION, a county transportation commission (hereinafter, "VCTC"), the COUNTY OF VENTURA, a county organized under the laws of the State of California (hereinafter, "County"), and the FILLMORE REDEVELOPMENT AGENCY (hereinafter "Fillmore), the SANTA PAULA REDEVELOPMENT AGENCY (hereinafter, "Santa Paula") and the CITY OF SAN BUENAVENTURA (hereinafter, "Ventura"), a charter city organized under the laws of the State of California. (VCTC, County, Fillmore, Santa Paula and Ventura are hereinafter collectively referred to as the "Parties"). This Memorandum is based upon the following facts all of which are material to the agreement of the Parties herein:

MATERIAL FACTS

A. VCTC has begun and is continuing significant negotiations, on behalf of the Parties, with the Southern Pacific Transportation Company, a Delaware corporation (hereinafter,

"SPTC"), about acquiring from SPTC for ownership by some or all of the Parties, in a manner yet to be decided, certain real property which lies in a rail corridor from and in and about Ventura, the Cities of Fillmore and Santa Paula and in the unincorporated area of the County and extends to east of Piru and north to Foster Park, all as shown on a drawing thereof attached hereto and incorporated herein by this reference, marked as Exhibit "A" (hereinafter, the "Property");

B. The Property includes land which is intended to be used by some of the Parties for bicycle path purposes, and also includes land in commercial use and used as a right of way for a rail line;

C. VCTC has already advanced the cost of a "Toxic Materials Study" and has provided the County with a Purchase Order in the amount of Ten Thousand Dollars (\$10,000.00) for services to be performed in connection with the Property by the County's Real Estate Division;

D. The Parties agree that the costs and in-kind services required for pre-acquisition activities ("Pre-acquisition Costs"), all of which have been funded by VCTC to date, have the following approximate values <sup>1/</sup> :

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<sup>1/</sup> Pre-acquisition Costs shall include, without limitation, the expense of an appraisal of the Property, the expense of a toxic materials investigation of the Property, VCTC Staff time devoted to arranging for and participating in acquisition negotiations with SPTC and with other Parties, and preparation of the applications for STP funding and other documents necessary to be in a position to acquire the Property.

Costs for all Items Other Than a Toxic Materials Study	= \$200,000.00
Toxic Materials Study	= 6,000.00
In-kind Services By VCTC	= <u>26,000.00</u>
Total Pre-Acquisition Costs	= \$232,000.00

E. The Parties wish to memorialize herein their agreement upon the method of payment which they shall use for Pre-acquisition Costs and their agreement regarding reimbursement of Pre-acquisition Costs; and

F. The Parties agree and acknowledge that the funds advanced for Pre-acquisition Costs by the County, Fillmore, Santa Paula and Ventura will be reimbursed with STP funds through the State of California, which has already been approved by the State and the Federal Highway Administration, but that those funds will not be received until submission of the bills for Pre-acquisition Costs;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES, in consideration of the foregoing material facts and of other good and valuable consideration given and received by the Parties, as follows:

1. Contribution of VCTC. VCTC hereby agrees to contribute to Pre-acquisition Costs VCTC Staff time in the estimated value of Twenty-six Thousand Dollars (\$26,000.00). In addition, VCTC agrees to contribute the cost of the Toxic Materials Study of the Property in the amount of Six Thousand Dollars (\$6,000.00).

2. Contributions of the Fillmore, Santa Paula, Ventura and the County. Fillmore, Santa Paula, Ventura and the County each hereby agrees to contribute to Pre-acquisition Costs the sum of Fifty Thousand Dollars (\$50,000.00).

3. Payment of Respective Contributions. Each of the Parties shall make the contribution to which it has hereinabove agreed no later than November 30, 1994. Contributions shall be made payable to the Ventura County Transportation Commission - Santa Paula/Ventura Railroad Line Fund (the "Fund") and shall be held by VCTC in an interest bearing account. Such contributions and accrued interest shall be used solely for the purpose of paying Pre-acquisition Costs; provided, however, that if the sums held in the Fund are not all required for Pre-acquisition Costs, they may upon mutual agreement of the Parties be used for, or applied to, either acquisition or closing costs. If not so used, any unexpended balance, including interest then-accrued thereon, shall be returned to Fillmore, Santa Paula, Ventura and County in equal amounts to each. VCTC shall provide the Parties with accountings of the Fund at reasonable periods of time but no less frequently than quarterly.

4. Reimbursement to VCTC. Any Pre-acquisition Costs advanced by VCTC including, but not limited to, the Purchase Order described in paragraph "C", above, other than those which VCTC has agreed to pay pursuant to Section 1, above, shall be re-

paid to VCTC from the contributions to which Fillmore, Santa Paula, Ventura and the County have agreed in Section 2, above.

5. Reimbursement of Pre-acquisition Costs from STP Funds; Payment of Interest Accrued from the Fund. The Parties agree that each Party shall be reimbursed by VCTC, up to the amount of its contribution to Pre-Acquisition Costs from STP funds when paid by the State of California after submittal of bills for same. In addition, the Parties shall be reimbursed from the Fund in equal shares for all interest which has accrued thereon. VCTC shall promptly submit all bills for reimbursement by the State of California. The Parties agree and acknowledge that it is unknown when reimbursement will occur and that they do not expect that reimbursement will occur in the immediate future.

6. Miscellaneous Provisions.

a. This Memorandum comprises the entire agreement of the Parties related to Pre-acquisition Costs.

b. This Memorandum has been entered into in the State of California and shall be construed in conformity with the laws of said State.

c. This Memorandum has been prepared and executed after extensive negotiations between the Parties and it shall not be construed for or against any Party by reason of its preparation by any one of the Parties.

d. This Memorandum has been executed in five (5) counterpart originals, any one of which shall be deemed an



original for all purposes. One fully executed counterpart shall be delivered to each Party when all have been executed.

e. This Memorandum shall be effective as of the date first noted above (the "Effective Date") as to all Parties who execute this Memorandum, provided, however, that this Memorandum shall be effective as to all parties who execute it and make a contribution as set forth herein, whether or not they sign before or after the Effective Date.

f. Each Party represents to every other Party that the person executing this Memorandum on behalf of the representing Party is duly authorized to execute same on behalf of the representing Party.

g. Any notice or payment required to be given or paid by one Party to another pursuant to this Memorandum shall be given as follows:

IF TO VCTC:

Ginger Gherardi, Executive Director  
VCTC  
950 County Square Drive, Suite 207  
Ventura, CA 93003

IF TO COUNTY:

Richard Wittenberg, C.A.O.  
County of Ventura  
Government Center  
600 S. Victoria Avenue  
Ventura, CA 93009

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IF TO FILLMORE:

Roy Payne, City Manager  
City of Fillmore  
524 Sespe Avenue  
Fillmore, CA 93015

IF TO SANTA PAULA:

Arnold Dowdy, City Manager  
City of Santa Paula  
P. O. Box 569  
970 Ventura Street  
Santa Paula, CA 99061

IF TO VENTURA:

Richard D. Thomas, City Manager  
City of San Buenaventura  
501 Poli Street  
P. O. Box 99  
Ventura, CA 93002-0099

WHEREFORE, the parties have entered into this Memorandum, consisting of nine (9) pages, including the following signature page and the next following approval as to form signatures of the respective counsel for the Parties (one (1) page) and excluding Exhibit "A", as of the date first noted above.

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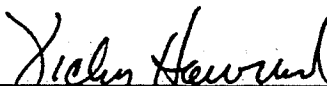
SIGNATURE PAGE

VENTURA COUNTY TRANSPORTATION COMMISSION

  
Ginger Gherardi, Executive Director


COUNTY OF VENTURA



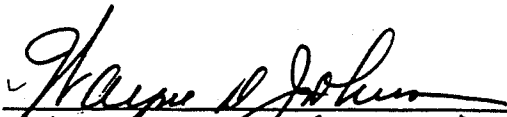
  
Print Name: VICKY HOWARD  
Print Title: CHAIR, BOARD OF  
SUPERVISORS

CITY OF FILLMORE

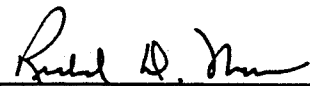
Redevelopment Agency  
ET.

  
Print Name: Roy Payne  
Print Title: Executive Director

CITY OF SANTA PAULA

  
Print Name: WAYNE D. JOHNSON  
Print Title: MAYOR

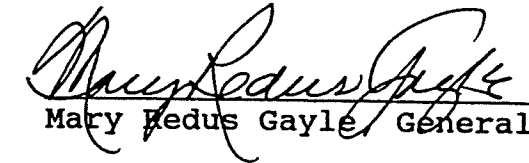
CITY OF SAN BUENAVENTURA

  
Print Name: Richard D. Thomas  
Print Title: City Manager

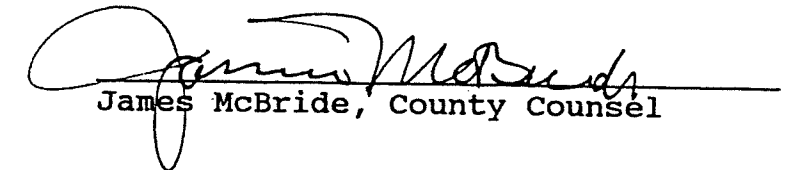
APPROVAL AS TO FORM

The following counsel for the respective Parties have approved this Memorandum as to form only:

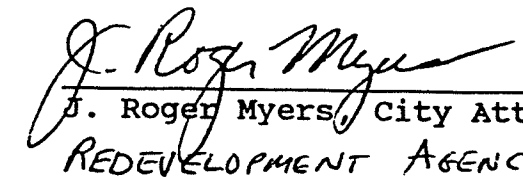
VENTURA COUNTY TRANSPORTATION COMMISSION

  
Mary Redus Gayle, General Counsel

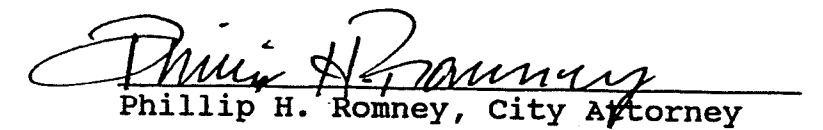
COUNTY OF VENTURA

  
James McBride, County Counsel

CITY OF FILLMORE  
REDEVELOPMENT AGENCY

  
J. Roger Myers, City Attorney and  
REDEVELOPMENT AGENCY COUNSEL

CITY OF SANTA PAULA

  
Phillip H. Romney, City Attorney

CITY OF SAN BUENAVENTURA

  
Peter Bulens, City Attorney

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
THE VENTURA COUNTY TRANSPORTATION COMMISSION,  
THE COUNTY OF VENTURA,  
THE CITY OF FILLMORE and  
THE CITY OF FILLMORE REDEVELOPMENT AGENCY,  
THE CITY OF SANTA PAULA and  
THE CITY OF SANTA PAULA REDEVELOPMENT AGENCY, AND  
THE CITY OF SAN BUENAVENTURA

REGARDING

- (A) THE ACQUISITION, TITLE AND RENTS OF THE VENTURA BRANCH  
AND  
(B) THE ACQUISITION, TITLE, RENTS, MANAGEMENT, USES AND  
MAINTENANCE OF THE SANTA PAULA BRANCH,  
TO BE ACQUIRED FROM  
THE SOUTHERN PACIFIC TRANSPORTATION COMPANY

This MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VENTURA COUNTY TRANSPORTATION COMMISSION ("VCTC"), THE COUNTY OF VENTURA (the "County"), THE CITY OF FILLMORE and THE CITY OF FILLMORE REDEVELOPMENT AGENCY (collectively, hereinafter "Fillmore"), THE CITY OF SANTA PAULA and THE CITY OF SANTA PAULA REDEVELOPMENT AGENCY, (collectively, hereinafter "Santa Paula") AND THE CITY OF SAN BUENAVENTURA (hereinafter, "Ventura") <sup>1/</sup> REGARDING (A) THE ACQUISITION, TITLE AND RENTS OF THE VENTURA BRANCH AND (B) THE ACQUISITION, TITLE, RENTS, MANAGEMENT, USES AND MAINTENANCE OF THE SANTA PAULA BRANCH, TO BE ACQUIRED FROM THE SOUTHERN PACIFIC TRANSPORTATION COMPANY (the or this "MOU") is entered into as of the \_\_\_ day of \_\_\_\_\_, 1995.

IT HEREBY AGREED BY THE PARTIES HERETO, IN CONSIDERATION OF THE FOLLOWING MATERIAL FACTS, TERMS AND CONDITIONS, AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED HEREBY, as follows:

I. MATERIAL FACTS

The following facts are material to, and are incorporated in, this MOU hereby:

A. The parties have previously entered into a Memorandum of Understanding Regarding Funds and Services Advanced for Pre-Acquisition Costs Associated With Possible Acquisition of Property From the Southern Pacific Transportation Company, dated as of October 7, 1994 which is incorporated herein by this reference as though fully set forth (the "Funding MOU").

<sup>1/</sup> Fillmore, Santa Paula and Ventura are hereinafter collectively referred to as the "Cities".

B. On July 7, 1995, pursuant to Resolution No. 95-06, VCTC amended its Administrative Code as adopted by Resolution No. 89-01 in October, 1989, as amended by Resolution No. 91-01 in April, 1991 and Resolution No. 91-10 in November, 1991 (the Administrative Code and all amendments thereto are hereinafter, collectively referred to as, the "Code"). Article 3, § H.1.c of the Code (the "Amendment to the Administrative Code") provides for the establishment of the Santa Paula Branch Line Advisory Committee (the "SPBLAC") as an advisory committee to the members of the body of VCTC (the "Commission"). The purpose of the SPBLAC is to recommend actions regarding management, maintenance and use of a portion of the Santa Paula Branch (as hereinafter defined) to the Commission. Pursuant to the Code, VCTC can overrule the recommendations of the advisory committee only upon the affirmative vote of six (6) of the seven voting members or voting alternates of the Commission.

C. VCTC will soon acquire the following property from the Southern Pacific Transportation Company ("SPTC")

1. Fee title to the Santa Paula Branch right-of-way for rail tracks, and tracks thereon, extending from Mile Post 403.34 near Montalvo Station to Mile Post 435.07 at the line between Ventura and Los Angeles Counties, the "Saticoy Station Property" (as described in Exhibit "A" which is attached hereto and incorporated herein by this reference), the non-operating property in Piru (as described in Exhibit "B" which is attached hereto and incorporated herein by this reference, hereinafter, the "Piru Station"), the Santa Paula Station (as described in Exhibit "C" which is attached hereto and incorporated herein by this reference, hereinafter, the "Santa Paula Station"), and non-operating properties listed below: (all of the property and rights listed in this Paragraph C.1. and subparagraphs C.1.a through C.1.d, below, are hereinafter collectively referred to as the "Santa Paula Branch"):

a. All rights and privileges acquired by VCTC from SPTC in the longitudinal pipelines identified in Exhibit "C" a true and exact copy of which is attached hereto and incorporated herein by this reference, with the right to rental income thereon from the date of the VCTC acquisition to be distributed as follows: Years 1 & 2 - VCTC will rebate 100% of the rental income to SPTC, Years 3 through 20 - VCTC will rebate 50% of the rental income to SPTC, After year 20 - All rental income will belong to VCTC; and

b. All rights and privileges acquired by VCTC from SPTC in that certain easement for a pipeline memorialized in an agreement, dated April 1, 1992,



between SPTC and Pacific Pipelines, a true and exact copy of which is attached hereto and incorporated herein by this reference, marked as Exhibit "D", with the right to potential rental income thereon from the date of the VCTC acquisition to be distributed as follows: Years 1 through 20 - VCTC will rebate 50% of the rental income to SPTC, After year 20 - All rental income will belong to VCTC; and

c. All rights and privileges acquired by VCTC from SPTC in that certain easement agreement, dated September 30, 1991, between SPTC and Southern Pacific Telecommunications Co., a true and exact copy of which is attached hereto and incorporated herein by this reference, marked as Exhibit "E", with the right to potential rental income thereon from the date of the VCTC acquisition to be distributed as follows: Years 1 through 20 - VCTC will rebate 50% of the rental income to SPTC, After year 20 - All rental income will belong to VCTC;

d. Assignment of all leases, easements, options for easements and licenses on the property hereinabove described; but

Excluding the property transferred, or soon to be transferred to the State of California at Camulos for State highway purposes, as shown on Exhibit "F" attached hereto and incorporated herein by this reference;

and

2. Title to the Ventura Branch right-of-way extending from Mile Post 397.32 in Ventura to Mile Post 402.67 near the station at Canet, as shown on Exhibit "G" which is attached hereto and incorporated herein by this reference, together with an assignment of all leases, easements, options for easements and licenses thereon without any property reservations by SPTC (hereinafter the "Ventura Branch");

and

3. Assignment to VCTC of SPTC's rights under that certain lease by and between SPTC and the City of Fillmore Redevelopment Agency (the "Fillmore Lease"), a true and exact copy of which is attached hereto and incorporated herein by this reference, marked as Exhibit "H".

## II. THE SPBLAC

### A. Agreement of County and Cities to Serve on the SPBLAC.

The County and the Cities hereby agree to serve as members of the SPBLAC, and to meet as the SPBLAC, at least quarterly, to perform those duties assigned to them in the Amendment to the Administrative Code; provided that the County or any one of the Cities may give notice pursuant to the Amendment to the Administrative Code that the County or the City no longer intends to serve as a member of SPBLAC, and upon giving such notice, the party giving such notice shall cease to be a member of SPBLAC. In the event that the County or any of the Cities gives such notice and no longer serves on the SPBLAC, the SPBLAC shall continue to function with the reduced membership.

B. Agreement for First Meeting. County and the Cities hereby agree that the first meeting of the SPBLAC shall be called by VCTC, and that such meeting shall take place no later than thirty (30) days after this MOU is fully executed. Thereafter, all meetings of the SPBLAC shall be set at the discretion of the members thereof.

## III. VCTC TO RETAIN TITLE TO THE SANTA PAULA BRANCH.

A. VCTC shall retain title to the Santa Paula Branch, together with all leases, easements, options for easements and licenses on the Santa Paula Branch. All rental income derived by VCTC from the portion of the Santa Paula Branch, except rental income for those portions leased or conveyed to the County or to Santa Paula (as hereinafter described) shall be deposited in an Enterprise Account (as hereinafter defined) to be used as hereinafter set forth.

B. Development and use of the Santa Paula Branch shall be governed by the recommendations of the SPBLAC as approved by the Commission pursuant to the terms of Article 3, § H.1.c.vi(e) which provides in relevant part: "A determination or recommendation made by SPBLAC to the Commission shall not be overruled by the Commission by less than six (6) affirmative votes to overrule such determination or recommendation cast by voting members or voting alternates of the Commission." And, subject to the foregoing:

1. VCTC shall have the right, subject to the Master Plan (as hereinafter defined), to control and operate, contract for operation or enter into a joint powers agreement for operation of commuter rail service on the track and the right-of-way underlying the track on those portions of the Santa Paula Branch retained by VCTC;

2. The County and the Cities shall each have the right to control, manage and operate that portion of any trail or other recreation facility which is not a part of the Santa Paula Branch operating right of way and within the respective jurisdictions of each (within the jurisdiction of the County or any of the Cities);

C. The parties agree to memorialize in writing any further agreements, as may from time to time be determined necessary by the parties, by and between (1) VCTC and SPBLAC, on the one hand, with Santa Paula, on the other hand, or (2) VCTC and SPBLAC, on the one hand, with the County, on the other hand, regarding the use and maintenance of, or other matters related to, the property leased or conveyed to the County and to Santa Paula. All parties agree that, subject to the provisions of Article III.B of this MOU and provisions of the Amendment to the Administrative Code, the operation of the leased or conveyed properties (not including the Ventura Branch) and the remainder of the Santa Paula Branch shall be a cooperative undertaking between the parties.

IV. LONG TERM LEASE FOR, OR CONVEYANCE OF, PORTIONS OF SANTA PAULA BRANCH AND ASSIGNMENT OF RENTAL INCOME THEREON BY VCTC TO COUNTY AND TO SANTA PAULA; TRANSFER OF TITLE TO VENTURA BRANCH TO VENTURA

A. Long Term Lease or Conveyance and Assignment of Rental Income to County. VCTC hereby agrees to enter into a long term lease with the County for, or to convey to the County the Saticoy Station Property and the Piru Station, and, to assign to the County all rental income from leases, easements, options for easements and licenses on or related to the Saticoy Station Property and the Piru Station. The terms and conditions of said lease or conveyance are yet to be determined and shall be subject to approval by the Commission, upon recommendation of the SPBLAC, and by the Ventura County Board of Supervisors. Pursuant to the lease or conveyance, the County shall be entitled to receive directly or to receive from VCTC all rental income paid for use of the Saticoy Station Property by sublessees, easement holders, optionees and licensees thereof. The choice of a lease or conveyance shall be at the option of the County.

B. Long Term Lease or Conveyance and Assignment of Rental Income to Santa Paula. VCTC hereby agrees to enter into a long term lease with Santa Paula for, or to convey to Santa Paula the Santa Paula Station and to assign to Santa Paula all rental income from leases, easements, options for easements and licenses on or related to the said property. The terms and conditions of said lease or conveyance are yet to be determined and shall be subject to approval by the Commission, upon recommendation of the SPBLAC, and by the City Council and/or Redevelopment Agency Board for Santa Paula. Pursuant to the lease or conveyance, Santa

Paula shall be entitled to receive directly or to receive from VCTC all rental income paid for use of the property so leased from sublessees, easement holders, optionees and licensees thereof. The choice of a lease or conveyance shall be at the option of Santa Paula.

C. Transfer of Title and Rental Income to Ventura. VCTC hereby agrees to arrange for transfer of the fee title to the Ventura Branch directly to Ventura by the SPTC and to arrange for simultaneous assignment by SPTC to Ventura of all leases, easements, options for easements and licenses on the Ventura Branch. Ventura shall be entitled to receive directly rental income paid for use of the Ventura Branch by lessees, easement holders, optionees and licensees thereof.

D. Easements To Be Granted To Local Agencies. If any member agency (parties to this MOU) requests one or more easements on, over, across or under either the Santa Paula Branch or the Ventura Branch lines in the future, they shall be granted so long as they do not infringer upon the use of the Branch or Branches for train operations or recreational trail purposes. In the event that such an easement or easements are granted, they shall be granted to the requesting agency at no cost except for administrative costs required to prepare and review the documents necessary to create the easements.

V. ESTABLISHMENT OF AN ENTERPRISE ACCOUNT FOR PROCEEDS RECEIVED BY VCTC FROM THE SANTA PAULA BRANCH FOR FUNDING OF RECREATION AND TRAIL USES, FUTURE RAIL OPERATIONS AND OTHER PURPOSES

A. Enterprise Account. VCTC shall deposit all rental income derived from the Santa Paula Branch not leased or conveyed to either Santa Paula or the County in an enterprise account, at interest (the "Santa Paula Branch Enterprise Account"), to be used as recommended by the SPBLAC and approved by the Commission pursuant to the provisions of the Amendment to the Administrative Code.

B. Uses for Santa Paula Branch Enterprise Account. It is the intention of VCTC, the County and the Cities that funds held in the Santa Paula Branch Enterprise Account shall be used for development of, and on, the Santa Paula Branch not leased or conveyed to either the County or Santa Paula for a variety of uses and purposes including, but not limited to, pedestrian/bicycle trails, green belts, landscaping, recreation facilities, possible future commuter rail service and facilities, excursion trains and such other uses as may be recommended by the SPBLAC and approved by the Commission pursuant to the Amendment to the Administrative Code. It is understood and agreed by the parties, however, that the proportion of the Santa Paula Branch Enterprise Account that shall be allocated for uses on the Santa

Paula Branch shall be determined by the SPBLAC consistent with an enterprise account plan and a master plan for the development of the Santa Paula Branch not leased or conveyed to either the County or Santa Paula, which enterprise account plan and master plan shall be developed by the SPBLAC and approved by the Commission as hereinafter set forth.

VI. THE PARTIES AGREE TO COOPERATE IN OPERATIONS ON THE SANTA PAULA BRANCH PURSUANT TO THE FILLMORE LEASE.

A. VCTC, as successor lessor under the Fillmore Lease, hereby agrees to cooperate with Fillmore regarding the use of, and operation over, the portion of the Santa Paula Branch governed by the Fillmore Lease (hereinafter, the "Fillmore Segment") pursuant to that certain sublease by and between Fillmore, as sublessor, and Short Line Railroad, as sublessee, or any permitted successor in interest to Short Line Railroad as sublessee, or any other rail operator as sublessee in a sublease in which Fillmore acts as sublessor (collectively, hereinafter "Short Line") for the Fillmore Segment (the "Sublease"). It is further agreed that the agreement of VCTC in this Article VI.A shall apply to any extension of the operations conducted by Short Line on the Santa Paula Branch which may be agreed to by Santa Paula, Ventura or the County for Short Line operations within their respective jurisdictions,

B. VCTC and Fillmore hereby agree to consult and cooperate with, and permit review of operations by, the County, Ventura and Santa Paula regarding use of the Santa Paula Branch by Short Line as approved by Fillmore with respect to any services provided by Short Line beyond the Fillmore Segment.

C. Ventura, Santa Paula and County hereby agree not to unreasonably withhold approval of operations and uses of the Santa Paula Branch and cooperation with Fillmore and VCTC regarding extension of Short Line service, use and operations in the unincorporated area of the County and/or the incorporated area of the City of Santa Paula so long as such operations and uses conform to the Master Plan.

D. The parties hereby agree to memorialize, in writing, any agreement by and between them regarding extension of Short Line service, use and operations in the unincorporated area of the County and/or in the incorporated area of the City of Santa Paula.

VII. DEVELOPMENT OF MASTER PLAN

A. Master Plan and Agreement To be Developed By SPBLAC. The parties to this MOU agree, as members of the SPBLAC, to

develop a master plan and agreement for the development of the Santa Paula Branch, including those portions leased or conveyed to the County and to Santa Paula (the "Master Plan"). The Master Plan shall guide and determine the purposes set forth hereinabove and any additional purposes recommended by SPBLAC and approved by the Commission. The parties further agree that the Master Plan will be the first priority of business by the SPBLAC and that SPBLAC shall make every effort to have developed and approved the Master Plan no later than one (1) year after the date upon which this MOU is fully executed. VCTC shall consider adoption of the Master Plan recommended by SPBLAC, and the use and operation of the Santa Paula Branch shall be governed by the Master Plan. The Master Plan shall be consistent with the General Plans of the parties to this MOU.

In consideration of the foregoing, but with the understanding that none of the jurisdictions are contractually bound by the following, each of the parties agrees to consider:

(a) enacting legislation, ordinances or resolutions which may be required of its jurisdiction in order to implement the master plan and agreement for development of the Santa Paula Branch; and

(b) refraining from taking actions within its jurisdiction which would conflict with or jeopardize the implementation of the master plan and agreement for development of the Santa Paula Branch.

B. Plan and Agreement For Use of Enterprise Fund to be Developed by SPBLAC. The parties to this MOU agree, as members of the SPBLAC, to develop a plan and agreement for use of the Enterprise Fund (the "Santa Paula Branch Enterprise Account Plan") to be approved by the Commission as provided in the Amendment to the Administrative Code. The Santa Paula Branch Enterprise Account Plan shall guide and determine the use of the Santa Paula Branch Enterprise Account for purposes set forth above and any additional purposes recommended by SPBLAC and approved by the Commission. The parties further agree that the Santa Paula Branch Enterprise Account Plan will be among the first priorities of business by the SPBLAC and that the SPBLAC shall make every effort to have developed and approved the Santa Paula Branch Enterprise Account Plan no later than ninety (90) days after approval of the Master Plan.

#### VIII. MISCELLANEOUS PROVISIONS

A. Complete Agreement. This MOU constitutes the complete agreement by the parties with respect to the matters contained herein except for the provisions of the Amendment to the Administrative Code and the Funding MOU, which are incorporated



herein by this reference as though fully set forth herein. With the exception of the Amendment to the Administrative Code and the Funding MOU, all prior or contemporaneous, written or oral, understandings by and between the parties are superseded by this MOU.

B. Assignment. No party shall assign its rights, duties or obligations under this MOU, or any privileges such party may have pursuant to this MOU without the prior written consent of every other party hereto; provided, however, that subject to the provision of Article III, Section B of this MOU and the Amendment to the Administrative Code and written consent of the assignee or delegate to be bound by the terms and conditions of this MOU, VCTC may assign and/or delegate its rights and obligations pursuant to Article III, Section B.1 to an operating agent such as, but not limited to, Metrolink or the Southern California Regional Rail Authority ("SCRRA"), without the prior written consent of the County and Cities; and, provided further, however, that VCTC shall give consideration and shall not unreasonably refuse the request of the County or any of the Cities with respect to the control and operation of such commuter rail service.

C. Construction. This MOU has been entered into in the State of California and shall be construed pursuant to the laws of said state. Paragraph numbers, headings and other marks indicating divisions within this MOU are for ease of reference and reading and shall not be construed to change the plain language of this MOU. Whenever in the context of the language of this MOU the use of gender or number is inconsistent with the intent of the language, the gender or number shall be construed to be consistent with the plain meaning and intent of the language. Number and gender shall also be construed to include all applicable numbers or genders as appropriate to the plain meaning and intent of this MOU.

D. Attorneys Fees and Costs. In the event of litigation, mediation or arbitration for the purpose of settling any dispute arising out of this MOU, each party shall bear the attorneys' fees and costs incurred by that party in the litigation, mediation or arbitration.

E. Signing Party. Each party represents to each other party that the person or persons signing this MOU on behalf of the representing party is the person(s) authorized to enter into this MOU upon the behalf of the representing party.

F. Counterparts. This MOU shall be executed in seven (7) original counterparts, one of which shall be delivered to each of the parties hereto, and all of which shall be deemed an original for all purposes related to this MOU.

G. Subsequent Agreements. All subsequent agreements reached by and between the parties hereto with respect to the matters herein shall incorporate the terms and conditions of this MOU, the Amendment to the Administrative Code and the Funding MOU, as each may be amended from time to time, and as each is applicable to such subsequent agreement.

H. Amendments. This MOU may be amended only in writing which has been executed by each of the parties hereto which incorporates and/or reflects any amendments to the Financing or Funding MOU as are necessary to make amendment of any of the three documents consistent with amendments to each of the other documents.

I. Effect of Withdrawal From SPBLAC. Withdrawal by any party to this MOU from SPBLAC shall not constitute automatic withdrawal or relief from the duties and rights granted by this MOU. Withdrawal or relief from the terms of this MOU shall be had by a party withdrawing from SPBLAC only upon an amendment to this MOU which complies with the requirements of Article VIII.H above.

J. Waivers. No waiver of any condition or terms of this MOU by any party shall be deemed a waiver by that or any other party of any other contemporaneous or subsequent, like or dissimilar condition or term of this MOU

K. Notices. Notices required to be given pursuant to this MOU shall be given by the noticing party either by personal delivery or by United States Mail to all other parties at the addresses set forth in Exhibit "I". If delivery is by United States Mail, the noticing party shall prepay postage. Notice given by personal delivery shall be deemed received when delivered. Notices given by United States Mail shall be deemed delivered on the fifth (5th) day after the postmark appearing on the envelope. Any change by a party in the person to whom or address to which notice is to be given on behalf of that party may be made by giving notice thereof in the same manner as provided in this Article VIII, Section K.

WHEREFORE, the parties have executed this MOU, consisting of thirteen (13) pages, which number includes the following signature pages, but is exclusive of the Exhibits referenced herein, as of the date first noted above.

SIGNATURE PAGE

Signing Entity

Signature of Authorized Signer;  
Attestation

VCTC:

By: *Ginger Gherardi*  
Ginger Gherardi, Executive Director

ATTEST:

*Donna Cole*  
Donna Cole, Clerk of the Commission

COUNTY OF VENTURA:

By: *Maggie Kildie*  
[PRINT NAME]: MAGGIE KILDEE  
[PRINT TITLE]: CHAIR, BOARD OF SUPERVISORS

ATTEST: RICHARD D. DEAN, County Clerk

By: *Faye Willard*  
Deputy County Clerk

[PRINT NAME]: FAYE WILLARD  
[PRINT TITLE]: DEPUTY COUNTY CLERK



CITY OF FILLMORE:

By: *Roy Payne*  
[PRINT NAME]: Roy Payne  
[PRINT TITLE]: City Manager

ATTEST:

*Noreen Withers*  
[PRINT NAME]: NOREEN WITHERS  
[PRINT TITLE]: CITY CLERK



CITY OF FILLMORE  
REDEVELOPMENT  
AGENCY

By: [Signature]  
[PRINT NAME]: Roy Payne  
[PRINT TITLE]: Executive Director

ATTEST:

[Signature]  
[PRINT NAME]: NOREEN WITHERS  
[PRINT TITLE]: SECRETARY

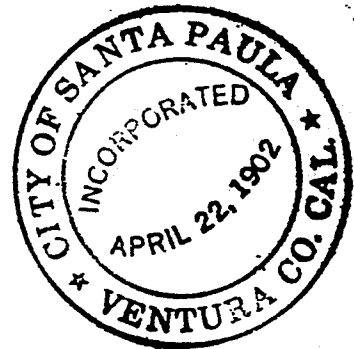
CITY OF SAN  
BUENAVENTURA

By: [Signature]  
[PRINT NAME]: DONNA LANDELO  
[PRINT TITLE]: CITY MANAGER

ATTEST:

[Signature]  
[PRINT NAME]: BARBARA J. KAM  
[PRINT TITLE]: City Clerk

CITY OF SANTA PAULA:



By: [Signature]  
[PRINT NAME]: ARNOLD DEWBY  
[PRINT TITLE]: City Administrator

ATTEST:

[Signature]  
[PRINT NAME]: Norman S. Wilkins  
[PRINT TITLE]: Dep. City Clerk

SIGNATURE PAGE

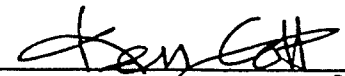
Signing Entity

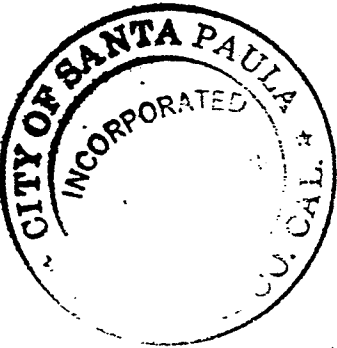
Signature of Authorized Signer;  
Attestation

CITY OF SANTA PAULA  
REDEVELOPMENT  
AGENCY

By: [Signature]  
[PRINT NAME]: ARNOLD DEWBY  
[PRINT TITLE]: EXECUTIVE DIRECTOR

ATTEST:

  
\_\_\_\_\_  
[PRINT NAME]: Ken Cott  
[PRINT TITLE]: SECRETARY



*APPENDIX B*  
*SANTA PAULA STATION SITE LEASE*

Management, Uses and Maintenance of the Santa Paula Branch to be Acquired from the Southern Pacific Transportation Company.

The documents listed in B(1) through B(3) above are hereinafter collectively referred to as the "Relevant Agreements".

C. The parties acknowledge and agree that Lessee owns the Santa Paula Depot which is located on the Property and that this Lease does include or affect said ownership.

D. Pursuant to the Relevant Agreements, Lessor wishes to grant a lease to Lessee for the use of the Property and Lessee wishes to lease the Property from Lessee;

NOW, THEREFORE, LESSOR AND LESSEE HEREBY AGREE, in consideration of the foregoing Recitals which are material to this Lease and other good and valuable consideration, receipt of which is hereby acknowledged by the parties, as follows:

1. Grant and Acceptance of Lease for the Property. Lessor hereby grants to Lessee and Lessee hereby accepts from Lessor a lease of the Property on the following terms and conditions:

2. Term and Option to Renew. The term of this Lease shall be ninety-nine (99) years (the "Term") commencing on the Effective Date unless otherwise renewed or sooner terminated pursuant to the terms of this Lease; and, provided, however, that, subject only to Lessor's reasonable use of all or any portion of the Property in compliance herewith and Lessee's compliance with the terms and conditions of this Lease as it may be amended from time to time, Lessee shall have the option at the termination of the Term to renew this Lease for a period of ten (10) years (the "First Option"), and if renewed for the First Option, the right to renew the Lease for an additional extension of eighty-nine (89) years at the termination of the First Option (the "Second Option") The First Option and the Second Option are hereinafter collectively referred to as a "Renewal". If at any time during the Term, the First Option or the Second Option either party wishes to terminate the Lease, such party shall give the other party one hundred eighty (180) days written notice of the party's desire to terminate. In the event that one party serves on the other party notice of a desire to terminate this Lease, the Lease, First Option or Second Option, as the case may be, shall be terminated only upon the mutual consent of the parties.

3. Rent. Lessee shall pay One Dollar (\$1.00) per year for each year in the Term or any Renewal which shall be payable fully in advance at the commencement of the Term or any Renewal, as the case may be.



dated October 27, 1995, <sup>1/</sup> and, thereafter, shall be the property of the Lessee.

6. Maintenance, Repairs, Alterations.

6.1 Lessee's Obligations. Lessee shall, at Lessee's sole costs, keep the Property, and every part thereof, structural or non-structural in good order and condition and be responsible for the day-to-day maintenance thereof.

6.2 Surrender. On the last day of the Term or any Renewal or early termination of either the Term or a Renewal as permitted hereby, Lessee shall surrender the Property to Lessor in the same or better condition than the Property was in at the outset of the Term, normal wear and tear excluded.

6.3 Lessor's Rights. If Lessee fails to perform its obligations under this Paragraph 6, Lessor may at its option, but shall not be required to, enter upon the Property, excepting only the Depot, after ten (10) days written notice to Lessee, and put same in good condition and repair, and the cost thereof, together with interest thereon at the rate of ten percent (10%) per annum, shall become due and payable as additional rent to Lessor to be paid on or before the next annual anniversary of the Effective Date.

6.4 Lessee's Obligations. Except for any express obligation of Lessor contained herein to the contrary, it is the intention of the parties that Lessee shall bear the cost of structural maintenance, day-to-day maintenance, replacement and repair of improvements and structures on the Leased Premises. Lessor shall have no obligation, in any manner whatsoever, for the day-to-day condition and care of the Leased Premises or any building, structure or improvement thereon, or any maintenance, repair or replacement of structures and improvements on the Leased Premises or any equipment,

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<sup>1/</sup> Article 6, Section 6.2(a)(iii) of said Purchase and Sale Agreement (the "Agreement") provides that Southern Pacific Transportation Company shall receive the revenue from all leases in effect on October 31, 1995 (the "Closing Date") for a period of one (1) year from that date and fifty percent (50%) of that income commencing on November 1, 1996 through October 31, 1998 (the third anniversary of the Closing Date), at which time Southern Pacific Transportation Company no longer has any rights to revenue from leases on the Non-Operating Land, as defined in the Agreement.

4. Use, Sublease, Encumbrance of the Property.

4.1 Allowed, Permitted Uses. Lessee covenants to use the Property only for those uses allowed by the City's General Plan and Downtown Specific Plan, and the Lessor's Master Plan, as they may exist from time to time (the "Allowed Uses"). In the event that Lessee desires to use the Property for any purposes not hereinabove set forth, Lessee shall do so only with the prior written consent of Lessor (any uses granted pursuant to Lessor's consent shall hereinafter be referred to as "Permitted Uses").

4.2 Sublease. Lessee shall have the right, without the prior written consent of Lessor, to sublease the improvements on the Property to the City of Santa Paula Redevelopment Agency (the "Agency") and to other parties for all Allowed or Permitted Uses; provided, however, that a sublease to any party other than the Agency shall be subordinate to this Lease, and that the term of any such sublease, including a sublease to the Agency, shall not be greater than the Term of this Lease as it may be extended by exercise of any option granted herein, and that all conditions and requirements of Lessee pursuant to this Lease, including without limitation those for maintenance and indemnity, shall be made part of any sublease, including a sublease to the Agency, so granted by Lessee.

4.3 Encumbrance of the Property. Lessee may not encumber the Leased Premises, other than by a sublease or subleases permitted by subparagraph 4.2 above, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

5. Revenues Derived from Use of the Property. All revenues derived from the use of the Leased Premises or any structure or improvement thereon, which are derived from leases existing prior to the sale of the Leased Premises to VCTC on October 31, 1995, excepting only the Depot, shall be paid by Lessee as provided in the certain Purchase and Sale Agreement by and between Lessor and the Southern Pacific Transportation Company,

fixtures or other appurtenances therein or thereto, whether any statute now in existence or hereafter would otherwise afford the Lessee the right to make repairs, alterations, maintain or improve the Property at Lessor's expense or to terminate this Lease because of Lessor's failure to make repairs, alterations, maintain or improve the structures or improvements on the Leased Premises or any equipment, fixtures or other appurtenances therein or thereto.

6.5 Alterations and Improvements by Lessee. Except as otherwise permitted by Paragraph 8 below, Lessee shall not make any improvement or alteration of the Property, except for purposes consistent with the Allowed and any Permitted Use, without Lessor's prior written consent, which consent shall not be unreasonably withheld.

6.5.1 The foregoing notwithstanding, but subject to right of Lessee to repair, reconstruct and replace structures, or any part, thereof permitted by Paragraph 8 below, however, Lessee shall consult with the Lessor and SPBLAC prior to making any alterations and improvements, whether for an Allowed or Permitted Use, in order to ensure that no alteration or improvement will interfere with the "Master Plan" to be developed by SPBLAC and approved by Lessor for use of the adjacent the operating right of way of the Santa Paula Branch Line. By this reference, the Master Plan, when completed by SPBLAC and approved by Lessor, shall be deemed incorporated herein as though fully set forth.

6.5.2 Prior to undertaking any improvement or construction on the Property, except as permitted by Paragraph 8 below, Lessee agrees to present to Lessor and SPBLAC, a set of proposed plans for any alteration or improvement Lessee intends to undertake on the Property. The plans shall contain sufficient detail to allow SPBLAC and Lessor to ascertain how Lessee intends to alter or improve the Property and the effect of such alteration or improvement on the properties operated pursuant to the Master Plan. Lessee further agrees to cooperate with SPBLAC and Lessor in amending such plans to conform to reasonable concerns expressed by SPBLAC and/or Lessor regarding the proposed improvement or construction.

6.6 Reversion of Improvements to Lessor. Unless otherwise agreed at the termination of the Term, any

Renewal or earlier termination of this Lease, Lessee shall have the option of leaving any or all of the improvements on the Property or of moving any or all of the improvements on the Property to another location at Lessee's sole cost. Title to any of the improvements left on the Property shall revert to Lessor with the Property.

7. Insurance and Indemnification.

7.1 Property Insurance. Lessee shall insure or shall self-insure, the structures and improvements on the Property at their current appraised value, as that may exist from time to time. Lessor shall be named an additional insured on such property insurance and Lessee shall provide Lessor with a copy of the policy for such insurance and/or proof of self insurance, as the case may be. The cost of said insurance shall be borne by the Lessee.

7.2 Liability Indemnification. Lessee shall obtain liability insurance on, or self insure, or insure with a combination thereof, the Leased Premises and all improvements and structures thereon in an amount to be mutually agreed upon by the parties. Lessor shall be named an additional insured on such liability insurance and Lessee shall provide Lessor with a copy of said insurance policy and/or proof of self insurance, as the case may be. The cost of said insurance shall be borne by the Lessee.

8. Damage or Destruction of Improvements, Structures. In the event of the total or partial destruction of, or damage to, any or all such structures or improvements, regardless of the cause of such destruction or damage, Lessor and Lessee shall mutually determine whether such structure(s) shall be replaced, repaired or reconstructed in whole or in part. The cost of any replacement, repair or reconstruction mutually agreed upon by the parties shall be borne by the Lessee. In the event that the parties mutually agree upon the replacement, reconstruction or repair of a structure which has been totally or partially destroyed, Lessee shall have the right without further review by Lessor to replace, reconstruct or repair all or any part of the structure so destroyed in the same size, the same general style, and for a like or similar use as the structure destroyed or damaged. If Lessee wishes to change the size, style or use of any such structure, Lessor shall have the right to review and approve the plans for such changes to determine and ensure their consistency with the Master Plan, which approval shall not be unreasonably withheld.

9. Condemnation. Because partial or total condemnation of the Leased Premises might result in a revocation of the funding received for the acquisition of the Leased Premises from the State of California and the City of San Buenaventura, Lessee hereby agrees that it will not exercise its power of eminent domain to acquire title to the Leased Premises or cause any jurisdiction having the power of eminent domain over the Leased Premises to exercise such power. In the event of an attempted exercise of its powers of eminent domain by a third party, Lessee and Lessor shall work cooperatively with one another and SPBLAC to prevent such exercise, and, in the event of such exercise, to cooperate in the redress of any complications which might arise with respect to the funding used by Lessor to acquire the Leased Premises.

10. Breach of Lease.

10.1 Lessor's Obligations, Breach, Remedy. Lessee agrees and acknowledges that Lessor's obligations under this Lease shall be solely (a) to make the Property available for the Allowed and Permitted Uses during the Term or any Renewal thereof and (b) to execute an Estoppel Certificate as required by Paragraph 11 below. Any failure to meet the foregoing obligations shall constitute a breach by Lessor. In the event of a breach of its foregoing obligations by Lessor, Lessee shall be entitled to specific performance and damages for any injury sustained as a result of Lessor's breach.

10.2 Lessee's Breach. In the event that Lessee fails to perform any obligation required of it by this Lease, Lessee shall be in breach thereof. In the event of a breach by Lessee, Lessor shall be entitled to specific performance and damages for any injury sustained as a result of Lessee's breach.

10.3 Termination. In the event of a breach of this Lease by either party, the Lease may not be terminated prior to the end of the Term or any Renewal unless the parties mutually agree that termination is the most satisfactory remedy to the breach. Any termination pursuant to this subparagraph 10.3 shall be in writing and shall be executed by the parties.

11. Estoppel Certificate. Lessor and Lessee shall deliver to the other or to the entity or person designated, on no less than ten (10) days written notice, a statement in writing (a)(i) certifying that this Lease is unmodified and is in full force and effect, (ii) if modified, stating the nature of the modification and that the Lease, as modified, is in full force and effect, or (iii) if not in full force and effect, the

reasons therefore, (b) the date to which the Rent and any other charges are paid in advance, if any, and (c) specifying any defaults if any are claimed. Any such statement may be conclusively relied upon by any encumbrancer or prospective sublessee of the Property.

## 12. Miscellaneous Provisions

12.1 Waivers. No waiver of a breach or of the provisions of this Lease by either party shall constitute a waiver of the same or any like other breach or other provision of this Lease. Lessor's consent to or approval of any matter which is breach of, or fails to comply with, the provisions of this Lease shall not be deemed to be consent to, or waiver of, any subsequent, simultaneous or prior breach or failure to comply with the provisions of this Lease.

12.2 Recording. This Lease shall be recorded by the Lessor.

12.3 Cumulative Remedies. The remedies provided herein, with the exception of those specifically prohibited hereby, shall be cumulative and shall not preclude any other remedy permitted at law or equity.

12.4 Covenants and Conditions. Each provision of this Lease performable by Lessee shall be deemed both a covenant and condition.

12.5 Jurisdiction. This Lease has been entered into in the State of California and jurisdiction for any action arising herefrom, including arbitration, shall be in the County of Ventura, State of California if based upon state law, and in the District Court for the Central District of California, Los Angeles, California; if based upon federal law.

12.6 Notices. Any notice required by this Lease shall be in writing, shall be personally delivered or sent by certified United States Mail with return receipt requested, shall be deemed delivered on the date of personal delivery to other party if so delivered or on the fifth (5th) day after the post mark thereon if sent by United States Mail, and shall be sent to the address of the other party as hereinafter provided or such other address as one party may provide to the other from time to time, as follows:

If to Lessor:

Ventura County Transportation Commission and  
SPBLAC  
905 County Square Drive, Suite 207  
Ventura, CA 93003  
Attn: Executive Director

If to Lessee:

City of Santa Paula  
P. O. Box 569  
970 Ventura Street  
Santa Paula, CA 93061  
Attn: City Administrator

12.7 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

12.8 Construction, Captions, Number, Gender. This Lease shall be construed pursuant to the laws of the State of California. The captions, numbers and divisions of this Lease are for purposes of reference and shall not be deemed to be a part of, or used to construe this Lease. Gender and number shall be construed to conform to the number and gender appropriate to the plain meaning of the text in which they appear.

12.9 Time of the Essence. Time is of the essence to the terms and conditions of this Lease.

12.10 Possessory Interest and Property Taxes. It is anticipated that no possessory interest or property tax will be assessed against the Leased Premises or any improvements, structures or uses of the Property. If possessory interest or property taxes are assessed, Lessee agrees they shall be the sole obligation of Lessee and/or any sublessee of the Property and that Lessor shall have no obligation therefor.

12.11 Consents. Wherever the consent or approval of one party is required to an action or proposed action to be taken by the other party, such consent or approval shall not be unreasonably withheld.

12.12 Warranty of Authority. Each party warrants to the other party that this Lease has been executed with the full authority of its principal by a person duly authorized by said principal to execute same.



12.13 Amendments. This Lease may be amended only in writing upon the mutual consent of all parties.

12.14 Entire Agreement. This Agreement contains the entire agreement of the parties hereto and it shall not be altered, amended or construed by, or in accordance with, any other agreement whether prior or contemporaneous, written or oral.

12.15 Assignment. Lessee shall have the absolute right to assign this Lease to the City of Santa Paula Redevelopment Agency without the consent of the Lessor. Except as hereinabove provided, neither party shall assign this Lease to any third party without the prior written consent of the other party which shall not be unreasonably withheld.

WHEREFORE, this Lease, consisting of eleven (11) pages, including the following signature page but exclusive of the Exhibits, has been executed as of the Effective Date.

SIGNATURE PAGE

VENTURA COUNTY TRANSPORTATION COMMISSION

By: *Ginger Gherardi*  
Ginger Gherardi  
Executive Director VCTC

ATTEST:

*Donna Cole*  
Donna Cole  
Secretary to VCTC

CITY OF SANTA PAULA

By: *John Melton*  
John Melton  
Mayor

ATTEST:

*Arnold Dowdy*  
Arnold Dowdy  
City Administrator

