

**FIRST AMENDMENT  
TO  
RIGHT OF ENTRY AGREEMENT**

**THIS FIRST AMENDMENT TO RIGHT OF ENTRY AGREEMENT ("Amendment")** is made and entered into as of January 5, 2006, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "**Railroad**"), and **SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION**, a California political subdivision, to be addressed at 1523 Pacific Avenue, Santa Cruz, California 95060 (hereinafter the "**Licensee**").

**Recitals**

- A. WHEREAS, Railroad and Licensee have entered into that certain Right of Entry Agreement, dated January 17, 2005 (the "**Agreement**"), which Agreement permits Licensee's due diligence investigations of the Santa Cruz Branch, subject to the conditions set forth therein; and
- B. WHEREAS, the parties desire to amend the Agreement as hereinafter set forth.

**Agreement**

- 1. Term: The term of Licensee's right to enter Railroad's property under the Agreement is hereby extended to expire on March 31, 2006.
- 2. Confidentiality: The parties anticipate that HNTB Corporation ("**HNTB**") will perform certain structural analyses of various structures on the Santa Cruz Branch and agree that the following provisions will apply to such analyses:
  - a. The confidentiality provisions of Article IX of the Agreement will apply to the draft reports produced by HNTB relating to such analyses, as if such reports were environmental reports.
  - b. Any information on the structures provided by Railroad is deemed to be Confidential Information under the Confidentiality Agreement between Railroad and Licensee, dated June 1, 2005, shall remain subject to that agreement, and shall not be made public by HNTB or Licensee. References to the substance of such confidential information shall not be included in any reports by HNTB. Notwithstanding the foregoing, HNTB may in its reports on the structures list by name any such information provided by Railroad and state that such reports are based, in part, on its review of such information.

- c. Before the reports may be made public, Railroad will have the opportunity to review the draft reports, to provide comments and requested changes to Licensee and HNTB and to discuss such comments and requested changes with Licensee and HNTB. Railroad will provide any comments and requested changes to Licensee and HNTB no later than twenty-one (21) days after receipt by Railroad of each draft report from HNTB.
  - d. To the extent HNTB declines to accept Railroad's changes or comments, Railroad's changes and comments will be included in the reports as attributed to Railroad but not accepted by HNTB.
  - e. Licensee may present the final reports on such structures to its Commission in open session, provided that such presentation occurs on or before June 30, 2006, and provided further that Licensee and HNTB have complied with the foregoing provisions of this Paragraph 2.
3. Provided all invoices are submitted to Railroad on or before June 30, 2006, Railroad agrees to contribute one-half of the amount invoiced to Licensee by HNTB for its structural assessment of the La Selva Beach Trestle, which contribution will not exceed Thirty Thousand Dollars (\$30,000). Railroad will pay to Licensee one-half of each such HNTB invoice (subject to the foregoing limit and to Railroad's right to be provided with reasonable documentation supporting the amount invoiced) within thirty (30) days after receipt of a copy of such invoice.

The June 30, 2006, deadlines set forth in this Section 3 and Subsection 2.e, are conditioned on (i) Railroad's timely delivery of as-built plans, maintenance records, prior inspection reports and other information, as requested by HNTB, and (ii) Railroad's timely review of HNTB's draft reports, as required by Subsection 2.c. In the event Railroad does not timely perform these actions, the deadlines set forth in this Section 3 and Subsection 2.e will be extended accordingly.

4. Except as expressly amended herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*Federal Taxpayer I.D. #94-6001323*

**SANTA CRUZ COUNTY REGIONAL  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_

Joan Preble  
Manager – Contracts

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)*