

FINAL

AGREEMENT CONCERNING UNION STATION CULTURAL RESOURCES

This Agreement concerning Union Station Cultural Resources ("Agreement") is made between the Los Angeles County Metropolitan Transportation Authority ("Authority") and Catellus Development Corporation ("Catellus").

Recitals

A. Pursuant to the Union Station Metro Rail Construction Right of Entry License and Permanent Easement Agreement ("Easement Agreement") dated November 3, 1987 entered into among the Atchinson Topeka & Santa Fe Railway Company, Southern Pacific Transportation Company, the Los Angeles Salt Lake Railroad Company, and its lessee, Union Pacific Railroad Company (collectively referred to as "Licensor") and the Southern California Rapid Transit District, a public corporation ("SCRTD"), SCRTD, as licensee, was granted the right to enter upon and occupy a portion of the Los Angeles Union Passenger Terminal located in Los Angeles, California ("Site") for the purpose of constructing the Metro Rail Project and related facilities;

B. Catellus is the present owner of the Site and has succeeded to all the rights and obligations of the Licensor under the Easement Agreement;

C. The Los Angeles County Metropolitan Transportation Authority (the "Authority") is the successor-in-interest to all rights and obligations of the SCRTD under the Easement Agreement;

D. While constructing the Metro Rail Project, the parties have discovered archaeological and paleontological artifacts and associated data (collectively the "Cultural Resources") from an early period of the City of Los Angeles that have been retrieved, catalogued, and stored at the expense of the Authority;

E. Pursuant to their duties under federal, state or local law, the parties desire to provide for the permanent curation of any and all Cultural Resources found on the Site during construction of the Metro Rail Project for the purpose of benefiting the community;

NOW THEREFORE, the parties hereby agree to the following terms and conditions:

1. Catellus hereby appoints the Authority as its exclusive agent for retrieving, storing and transferring all Cultural Resources discovered on the Site during construction of the Metro Rail Project for the purpose of curating such Cultural Resources. The parties do not anticipate the need for retrieving Cultural Resources in future. This appointment is for the purpose of recognizing past actions.
2. Any curation of the Cultural Resources shall acknowledge the participation of the parties.
3. The Authority shall act as agent of Catellus to transfer the Cultural Resources to the following repositories:
 - a. The Chinese Historical Society or a museum of similar type and nature.
 - b. University of California at Los Angeles, or an institution of similar type and nature.
4. Upon the transfer of the Cultural Resources from the Authority to the repositories described in Section 3 above, Catellus shall grant ownership and control of such Cultural Resources to the receiving repository. Catellus shall execute or provide any documents reasonably necessary to evidence such grant of ownership.
5. The Authority may enter into agreements with the repositories, which provide that the Authority may display any of the Cultural Resources for the benefit of the public at either the Site or another suitable place designated by the Authority.
6. Authority shall be solely responsible for all costs of retrieving, storing, transferring and curating the Cultural Resources found on the Site during construction of the Metro Rail Project. In consideration for such financial responsibility, the Authority shall act as Catellus' agent for the purposes described herein.
7. This Agreement shall terminate on December 31, 1994, unless terminated earlier upon 30 days prior written notice by either party.
8. This agreement shall not apply to any archaeological and paleontological artifacts and associated data discovered at the site in connection with construction of any projects other than the Metro Rail Project.

July 20, 1994

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MTA LIBRARY


NOW THEREFORE, the parties hereby execute this Agreement as of the dates below.

Los Angeles County Metropolitan
Transportation Authority

By: 
Franklin White
Chief Executive Officer

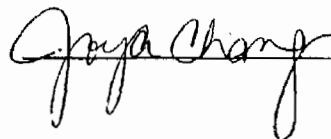
Date: 9/2/94

Catellus Development Corp.

By: 
Name: TED TANNER
Title: VP DEVELOPMENT

Date: 7/22/94

APPROVED AS TO FORM:

By: 

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