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FIRST AMERICAN TITLE INSURANCE COMPANY

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Munger, Tolles & Olson LLP
355 South Grand Avenue, 35th Floor
Los Angeles, California 90071
Attn: Brian R. Hochleutner, Esq.

MAIL TAX STATEMENTS TO:

Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza
Los Angeles, California 90012-2952
Attn: Velma Marshall

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2011-0546399 4/15/11
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LOS ANGELES COUNTY REGISTRAR - RECORDER

(Space Above Line for Recorder's Use Only)

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT ("Assignment") is made this 14th day of April, 2011 ("Assignment Date") by and between PROLOGIS LOGISTICS SERVICES INCORPORATED, a Delaware corporation, as successor-in-interest to Catellus Development Corporation ("Assignor"), and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the authority of Section 130050.2 et. seq. of the California Public Utilities Code ("Assignee").

WITNESSETH:

A. ProLogis is currently the owner of certain real property located in the City of Los Angeles, County of Los Angeles, State of California, as described on Exhibit A attached hereto (the "Property").

B. Pursuant to California Government Code Section 65864, et seq. and implementing procedures of the City of Los Angeles, a municipal corporation ("City"), Assignor's predecessor-in-interest Catellus Development Corporation and the City entered into that certain Development Agreement dated April 9, 1997 and recorded June 4, 1997 as Instrument No. 97-830881 in the Official Records of Los Angeles County ("Official Records"), as amended by that certain Assignment and Assumption of Development Agreement (Los Angeles Union Station - West Campus North), entered into as of March 29, 2004, by and between Catellus Land and Development Corporation (as successor-in-interest to Catellus Development Corporation, a Delaware corporation) and LPC Union Apartments LP, a Delaware limited partnership (as successor-in-interest to Lincoln Property Company Southwest, Inc, a Texas corporation), recorded in the Official Records March 29, 2004 as Instrument No. 04-0729665 (the "Partial Assignment"), as amended by that certain Bill of Sale and Assignment of Leases, Contracts and

Permits dated as of December 30, 2010, by and between ProLogis Logistics Services Incorporated, a Delaware corporation; as "Grantee," and Catellus Operating Limited Partnership, a Delaware limited partnership, as "Grantor" (collectively, the "Development Agreement").

C. Assignor and Assignee entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of April 13, 2011 ("Agreement"), respecting the sale of the Property.

D. Under the Agreement, Assignor is obligated to assign to Assignee all of Assignor's right, title and interest in and to the Development Agreement pursuant to this Assignment.

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Effective as of the Assignment Date, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee (the "Assignment") all of Assignor's estate, right, title and interest in and to the Development Agreement, provided, however, the Assignment shall not release or relieve Assignor of any of its obligations, duties, covenants, conditions or liabilities under the Development Agreement to the extent arising or accruing prior to the Assignment Date. Assignee hereby assumes the performance of all of the terms, covenants, obligations and conditions imposed upon Assignor under and with respect to the Development Agreement to the extent arising or accruing from or after the Assignment Date. Assignor shall retain all obligations respecting the Development Agreement for the period of time prior to the Assignment Date.

2. Representations and Warranties of Assignor. Assignor hereby makes the following representations and warranties to the Assignee as of the date of this Assignment:

2.1 Assignor is the holder of the entire interest of the "Developer" under the Development Agreement, and has not previously transferred or assigned any interest in the same, other than pursuant to the Partial Assignment.

2.2 The Development Agreement is unmodified and in full force and effect.

2.3 To the actual knowledge of Assignor, no default on the part of Assignor, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Assignor, exists under the Development Agreement.

2.4 The execution, delivery, and performance by Assignor of this Assignment (i) will not contravene any legal requirements applicable to Assignor, (ii) will not conflict with, breach or contravene any other agreement binding upon Assignor, and (iii) will not result in the creation or imposition of any liens on any portion of the Property (except as may be permitted under the terms of the Development Agreement).

2.5 Prior to the date hereof, Assignor has provided the City with written notice of this Assignment and requested from Assignee the appropriate documentation required by the City in connection this Assignment.

3. Dispute Costs. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all reasonable costs and expenses of the action or suit, including reasonable attorneys' fees. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document.

5. Survival. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

6. No Third Party Beneficiaries. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

7. Further Assurances. Each party hereto hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to the other party and its successors, nominees or assigns, such documents as such other party or they may reasonably request in order to fully consummate the transactions contemplated by this Assignment.

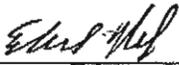
8. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California, without regard to choice of law principles.

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IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

“Assignor”

PROLOGIS LOGISTICS SERVICES INCORPORATED,
a Delaware corporation

By: 
Name: Edward S. Nelwitz
Title: General Counsel
and Secretary

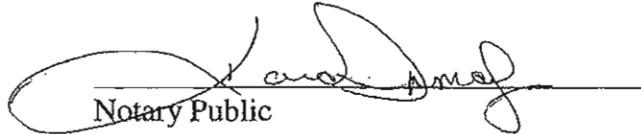
[signatures continue on following page]

STATE OF COLORADO

CITY/COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 13 day of April, 2011, by Edward S. Nikritz as General Counsel & Secretary of ProLogis Logistics Services Incorporated, a Delaware corporation, on behalf of said corporation.



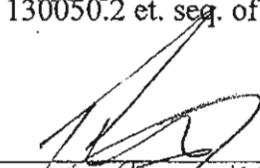

Notary Public

My Commission Expires: 8-19-2013

[signatures continued from previous page]

“Assignee”

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY, a California county
transportation authority existing under the authority of
Section 130050.2 et. seq. of the California Public Utilities
Code

By: 
Name: Roger Molera
Title: Chief, Real Property & Economic Development

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: 
JOYCE L. CHANG
Principal Deputy County Counsel

STATE OF CALIFORNIA

)

) ss:

COUNTY OF LOS ANGELES

)

On April 12th, 2011 before me, Reginnia G. Kaping (here insert name of the officer), Notary Public, personally appeared Roger Malicru, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Reginnia G. Kaping
Signature of Notary Public

[Seal]

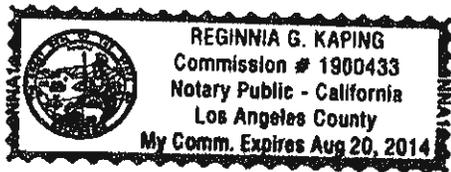


EXHIBIT A-

LEGAL DESCRIPTION OF PROPERTY

All that certain real property in the City of Los Angeles, County of Los Angeles, State of California more particularly described as follows:

PARCEL A:

THOSE PORTIONS OF LOTS 1, 2, 3, AND LOT A OF TRACT NO. 10151, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157, PAGES 45, 46 AND 47 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 1, DISTANT THEREON SOUTH 10 DEGREES 01 MINUTES 01 SECONDS WEST 280.47 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT A; THENCE ALONG SAID WESTERLY LINE OF LOT 1 AND THE WESTERLY LINE OF LOT 2, SOUTH 10 DEGREES 01 MINUTES 01 SECONDS WEST 463.50 FEET TO A POINT DISTANT THEREON NORTH 10 DEGREES 01 MINUTES 01 SECONDS EAST 566.33 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE SOUTH 79 DEGREES 58 MINUTES 59 SECONDS EAST 110.20 FEET; THENCE SOUTH 10 DEGREES 01 MINUTES 01 SECONDS WEST 371.78 FEET TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED MAY 31, 1996 AS INSTRUMENT NO. 96-858207 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE, SOUTH 79 DEGREES 58 MINUTES 59 SECONDS EAST 16.62 FEET TO AN ANGLE POINT THEREIN; THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY LINES OF THE LAND DESCRIBED IN SAID DEED, THE FOLLOWING 9 COURSES:

1. NORTH 10 DEGREES 01 MINUTES 01 SECONDS EAST 30.19 FEET;
2. SOUTH 79 DEGREES 58 MINUTES 59 SECONDS EAST 95.49 FEET;
3. NORTH 10 DEGREES 01 MINUTES 01 SECONDS EAST 132.77 FEET;
4. SOUTH 79 DEGREES 58 MINUTES 59 SECONDS EAST 49.25 FEET;
5. NORTH 10 DEGREES 01 MINUTES 01 SECONDS EAST 12.44 FEET;
6. SOUTH 79 DEGREES 58 MINUTES 59 SECONDS EAST 34.77 FEET;
7. NORTH 10 DEGREES 01 MINUTES 01 SECONDS EAST 117.77 FEET;
8. SOUTH 79 DEGREES 58 MINUTES 59 SECONDS EAST 326.60 FEET;

9. SOUTH 10 DEGREES 01 MINUTE 01 SECONDS WEST 434.05 FEET TO THE NON-TANGENT CURVED NORTHERLY LINE OF THE LAND DESCRIBED IN PARCEL 71955-1 (AMENDED) IN THE FINAL ORDER OF CONDEMNATION ENTERED IN LOS ANGELES COUNTY SUPERIOR COURT CASE NO. C416021, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11, 1987 AS INSTRUMENT NO. 87-366265 OF OFFICIAL RECORDS OF SAID COUNTY, SAID NON-TANGENT CURVE, BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 970.00 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 07 DEGREES 34 MINUTES 13 SECONDS WEST;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE COURSES:

1. EASTERLY 128.18 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07 DEGREES 34 MINUTES 17 SECONDS

2. NORTH 89 DEGREES 59 MINUTES 56 SECONDS EAST 140.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 4,330.00 FEET

3. EASTERLY 38.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 30 MINUTES 36 SECONDS, TO A LINE PARALLEL WITH AND 936.12 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOTS 1 AND 2

THENCE ALONG SAID PARALLEL LINE, NORTH 10 DEGREES 01 MINUTES 01 SECONDS EAST 1066.49 FEET TO THE NORTHERLY LINE OF SAID LOT A; THENCE NORTH 71 DEGREES 09 MINUTES 27 SECONDS WEST 226.65 FEET ALONG SAID NORTHERLY LINE TO A POINT DISTANT EASTERLY 720.68 FEET FROM SAID MOST NORTHERLY CORNER OF LOT A; THENCE SOUTH 10 DEGREES 04 MINUTES 22 SECONDS WEST 144.08 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS 15.00 FEET; THENCE SOUTHWESTERLY 23.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 57 MINUTES 06 SECONDS; THENCE NORTH 79 DEGREES 58 MINUTES 32 SECONDS WEST 340.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY 31.42 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE NORTH 10 DEGREES 01 MINUTES 28 SECONDS EAST 174.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, AND BEING TANGENT AT ITS EASTERLY TERMINUS WITH THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF CESAR E. CHAVEZ AVENUE, FORMERLY MACY STREET, AS DESCRIBED IN DEED RECORDED IN BOOK 15023 PAGE 318, OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN COURSE HAVING A RECITED LENGTH OF 216.51 FEET; THENCE NORTHEASTERLY 25.18 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 96 DEGREES 10 MINUTES 14 SECONDS TO SAID CERTAIN COURSE; THENCE ALONG THE NORTHERLY PROLONGATION OF A RADIAL LINE THROUGH SAID TERMINUS, NORTH 16 DEGREES 11

MINUTES 43 SECONDS EAST 5.66 FEET TO THE NORTHERLY LINE OF SAID LOT A; THENCE ALONG THE NORTHERLY LINE OF SAID LOT A, NORTH 71 DEGREES 09 MINUTES 27 SECONDS WEST 93.82 FEET TO A LINE WHICH BEARS AT RIGHT ANGLES TO SAID NORTHERLY LINE AND WHICH PASSES THROUGH THE ANGLE POINT IN THE SOUTHERLY LINE OF CESAR E. CHAVEZ AVENUE, SAID ANGLE POINT BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID DEED HAVING A LENGTH OF 216.51 FEET; THENCE ALONG SAID LINE WHICH BEARS AT RIGHT ANGLES, SOUTH 18 DEGREES 50 MINUTES 33 SECONDS WEST 10.00 FEET TO SAID ANGLE POINT AND THE SOUTHERLY LINE OF SAID LOT A; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 71 DEGREES 09 MINUTES 27 SECONDS EAST 0.32 TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY 21.25 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 81 DEGREES 10 MINUTES 55 SECONDS; THENCE SOUTH 10 DEGREES 1 MINUTE 28 SECOND WEST 73.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY 31.42 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE NORTH 79 DEGREES 58 MINUTES 32 SECONDS WEST 54.39 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 88.00 FEET; THENCE SOUTHWESTERLY 138.10 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 55 MINUTES 00 SECONDS; THENCE SOUTH 10 DEGREES 06 MINUTES 28 SECONDS WEST 33.74 FEET; THENCE NORTH 79 DEGREES 58 MINUTES 32 SECONDS WEST 110.57 FEET TO THE POINT OF BEGINNING.

SAID LAND IS SHOWN AS PARCEL 2 OF PARCEL MAP EXEMPTION NO. AA-2003-6883-PMEX, A CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JANUARY 15, 2004 AS INSTRUMENT NO. 04-0105779, OF OFFICIAL RECORDS.

PARCEL A-1:

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND PASSAGE FROM, IN, ON, OVER, UNDER AND ACROSS THAT PORTION OF LOT 2 OF TRACT NO. 10151, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157 PAGES 45, 46 AND 47 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED ON EXHIBIT "B-2" OF THAT CERTAIN GRANT DEED RECORDED MAY 31, 1996 AS INSTRUMENT NO. 96-858207.

PARCEL A-2:

A NON-EXCLUSIVE EASEMENT FOR UTILITY PURPOSES INGRESS, EGRESS AND PASSAGE FROM, IN, ON, OVER, UNDER AND ACROSS THAT PORTION

OF LOT 2 OF TRACT NO. 10151, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157 PAGES 45, 46 AND 47 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED ON EXHIBIT "B-3" OF THAT CERTAIN GRANT DEED RECORDED MAY 31, 1996 AS INSTRUMENT NO. 96-858207.

PARCEL B:

LOTS 1, 2, 3, 7, 8, 9, 10, 13, 14, 15, 16, 18, 19, 20, 22, 24, 27, 28, 29, 31, 33, 36, 37, 38, 40, 42, 43, 44, 45, 48, 49, 50, 51, 52 and 53 OF TRACT NO. 51217, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1287, PAGES 39 TO 62 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL C:

THAT PORTION OF THE CITY LANDS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND TOGETHER WITH THAT PORTION OF LOT 5 OF THE "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC' D", IN SAID CITY, COUNTY AND STATE AS PER MAP RECORDED IN BOOK 34 PAGE 90 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, BEING THAT PORTION OF MACY (80.00 FEET WIDE) AS DESCRIBED IN THE DEEDS TO THE CITY OF LOS ANGELES, RECORDED APRIL 14, 1875, IN BOOK 34 PAGE 434 OF DEEDS, RECORDED MAY 15, 1897 AS INSTRUMENT NO. 36 IN BOOK 1160 PAGE 221 OF DEEDS; AND RECORDED MAY 18, 1897, AS INSTRUMENT NO. 40 IN BOOK 1154 PAGE 287 OF DEEDS, ALL IN SAID RECORDERS OFFICE AND BEING THOSE PORTIONS OF MACY STREET (FORMERLY KNOWN AS AVILA STREET) AS SHOWN AND DEDICATED ON SAID "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC' D" NOW VACATED BY THE CITY OF LOS ANGELES ORDINANCE NO. 85810 ON FILE IN CITY CLERKS OFFICE OF SAID CITY MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

LYING BETWEEN A HORIZONTAL PLANE LOCATED AT THE SPRINGING LINE OF THE MACY STREET SUBWAY STRUCTURE AS SHOWN ON PLANS NOS. DL-1383 AND DL-1384 ON FILE IN THE OFFICE OF THE CITY ENGINEER OF SAID CITY OF LOS ANGELES, SAID SPRINGING LINE BEING LOCATED AT AN ELEVATION OF 280.00 FEET ABOVE THE OFFICIAL DATUM PLANE OF THE CITY OF LOS ANGELES ADOPTED JULY 1, 1925, BY ORDINANCE NO. 52222 AND A HORIZONTAL PLANE AT AN ELEVATION OF 327.00 FEET ABOVE SAID OFFICIAL DATUM PLANE INCLUDED WITHIN THE VERTICAL PROJECTIONS OF THE HEREINAFTER DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF AVILA STREET, 60 FEET WIDE, WITH THE SOUTHWESTERLY LINE OF MACY STREET, AS SAID STREETS ARE SHOWN ON MAP OF TRACT NO. 10151, RECORDED IN BOOK 157 PAGES 45, 46 AND 47 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF MACY STREET, AS SHOWN ON SAID MAP OF TRACT NO. 10151, A DISTANCE OF 436.34 FEET TO THE FACE OF THE WEST PORTAL OF SAID SUBWAY STRUCTURE; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE OF MACY STREET AND ALONG THE FACE OF SAID WEST PORTAL A DISTANCE OF 80 FEET TO A POINT IN THE NORTHEASTERLY LINE OF MACY STREET, AS SHOWN ON SAID MAP OF TRACT NO. 10151; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MACY STREET, AS SHOWN ON MAP OF SAID TRACT NO. 10151 A DISTANCE OF 504.50 FEET TO THE FACE OF THE EAST PORTAL OF SAID SUBWAY STRUCTURE; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE, ALONG THE FACE OF SAID EAST PORTAL TO THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET AS SHOWN ON SAID MAP OF TRACT NO. 10151; THENCE NORTHWESTERLY ALONG SAID PROLONGED LINE 7.64 FEET TO THE SOUTHEASTERLY LINE OF SAID AVILA STREET:

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF AVILA STREET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 10 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO THE NORTHWESTERLY LINE OF SAID AVILA STREET; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

EXCEPTING THAT SPACE BETWEEN SAID HORIZONTAL PLANE AT ELEVATION OF 280.00 FEET AND THE SOFFIT OF SAID STRUCTURE AS SHOWN ON SAID PLANS.

PARCEL C-1:

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING LOT "A" OF TRACT NO. 10151, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 157 PAGES 45, 46, AND 47 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION LYING WESTERLY OF THE EASTERLY BOUNDARY LINE OF PARCEL 2 OF PARCEL MAP EXEMPTION NO. AA-2003-6883-PMEX, A CERTIFICATE OF COMPLIANCE RECORDED JANUARY 15, 2004 AS INSTRUMENT NO. 04-0105779, OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM, THAT PORTION THAT LIES WITHIN THE BOUNDARIES OF THE ABOVE DESCRIBED PARCEL C, IF ANY.

PARCEL D:

THOSE PORTIONS OF THE R.M. BAKER TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60 PAGE 11 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF THE BAUCHET TRACT, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 37 PAGES 29 AND 30 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, TOGETHER WITH THOSE PORTIONS OF THE SEPULVEDA VINEYARD TRACT, IN SAID CITY, COUNTY, AND STATE, FILED IN CASE NO. 33773 SUPERIOR COURT, LOS ANGELES COUNTY, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 1422 PAGE 193 OF DEEDS IN SAID RECORDERS OFFICE, TOGETHER WITH THOSE PORTIONS OF TRACT NO. 183, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 15 PAGE 168 OF MAPS, TOGETHER WITH THOSE PORTIONS OF THE GARDEN OF FRANK SABICHI ESQ. IN SAID CITY, COUNTY, AND STATE, AS PER MAP RECORDED IN BOOK 3 PAGE 9 OF MISCELLANEOUS RECORDS IN SAID RECORDERS OFFICE AND TOGETHER WITH THOSE PORTIONS OF THE CITY LANDS, IN SAID CITY, COUNTY, AND STATE, AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 3 OF SAID R.M. BAKER TRACT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 3 TO 16 INCLUSIVE OF SAID R.M. BAKER TRACT TO A POINT, SAID POINT BEING DISTANCE THEREON SOUTH 71 DEGREES 03 MINUTES 10 SECONDS EAST 19.35 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 17 OF SAID R.M. BAKER; THENCE NORTH 31 DEGREES 42 MINUTES 00 SECONDS EAST 175.95 FEET TO A POINT IN THE NORTHERLY LINE OF LOT 63 OF SAID BAUCHET TRACT, SAID LAST MENTIONED POINT BEING DISTANT THEREON SOUTH 87 DEGREES 20 MINUTES 10 SECONDS EAST 24.03 FEET FROM THE NORTHWEST CORNER OF SAID LOT 63; THENCE CONTINUING NORTH 31 DEGREES 42 MINUTES 00 SECONDS EAST TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 50 OF SAID BAUCHET TRACT; THENCE ALONG SAID NORTHEASTERLY LINE AND ITS PROLONGATION THEREOF NORTH 48 DEGREES 31 MINUTES 40 SECONDS WEST TO THE MOST NORTHERLY CORNER OF SAID LOT 50; THENCE NORTHEASTERLY ALONG NORTHWESTERLY LINES OF LOTS 30, 31, 32, 33, 47, 48, AND 49 OF SAID BAUCHET TRACT AND IT'S PROLONGATIONS THEREOF TO AND ALONG THE SOUTHEASTERLY LINE OF THE LAND AS DESCRIBED IN THE DECREE ON DECLARATION OF TAKING ENTERED IN UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA, CENTRAL DIVISION CASE NO. 12792-WB CIVIL, A CERTIFIED COPY OF

WHICH WAS RECORDED AUGUST 30, 1951 AS INSTRUMENT NO. 2857 IN BOOK 37112 PAGE 408 OF OFFICIAL RECORDS OF SAID COUNTY, AND AMENDMENT WAS ENTERED IN SAID CASE NO. 12792-WB CIVIL, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 20, 1963, AS INSTRUMENT NO. 4499 IN BOOK D-2152 PAGE 291, OFFICIAL RECORDS OF SAID COUNTY, TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES RECORDED AUGUST 6, 1937, AS INSTRUMENT NO. 1103 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ON SAID LAST MENTIONED PROLONGATION TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 50 IN THE FINAL ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 400042, A CERTIFIED COPY OF WHICH WAS RECORDED SEPTEMBER 16, 1939 AS INSTRUMENT NO. 1179 IN BOOK 14331 PAGE 376 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE AND IT'S PROLONGATIONS THEREOF TO THE SOUTHWESTERLY LINE OF LOT D OF SAID SEPULVEDA VINEYARD TRACT; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF LOT 3 OF SAID GARDEN OF FRANK SABICHI ESQ.; THENCE NORTHWESTERLY AND EASTERLY ALONG THE SOUTHWESTERLY AND NORTHERLY LINES OF SAID LOT 3 TO AN ANGLE POINT IN THE NORTHERLY LINE LOT D OF SAID SEPULVEDA VINEYARD TRACT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT D TO THE NORTHWEST CORNER OF LOT 1 OF TRACT NO. 27145, AS PER MAP RECORDED IN BOOK 720 PAGES 24 AND 25 OF MAPS, IN SAID RECORDERS OFFICE; THENCE ALONG THE BOUNDARIES OF SAID TRACT NO. 27145 AS FOLLOWS: SOUTH 34 DEGREES 41 MINUTES 14 SECONDS EAST 26.13 FEET, SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 554.80 FEET, THROUGH CENTRAL ANGLE OF 16 DEGREES 30 MINUTES 00 SECONDS, AN ARC DISTANCE OF 159.77 FEET, SOUTHWESTERLY ALONG A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 532.96 FEET THROUGH CENTRAL ANGLE OF 29 DEGREES 55 MINUTES 13 SECONDS, AN ARC DISTANCE OF 278.32 FEET, SOUTH 32 DEGREES 37 MINUTES 56 SECONDS WEST 150.35 FEET, SOUTH 24 DEGREES 51 MINUTES 06 SECONDS WEST 407.96 FEET, SOUTH 40 DEGREES 22 MINUTES 34 SECONDS EAST 272.89 FEET AND SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 THROUGH CENTRAL ANGLE OF 67 DEGREES 58 MINUTES 25 SECONDS, AN ARC DISTANCE OF 47.45 FEET TO THE POINT OF TANGENCY WITH THE SOUTHEASTERLY LINE OF LOT 9 OF SAID BAUCHET TRACT; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 11, 13, 15, 17, 19, 21, 23 AND 25 OF SAID BAUCHET TRACT TO A LINE THAT IS PARALLEL WITH DISTANCE 58.00 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THAT CERTAIN COURSE AS RECITED IN THE DEED TO THE

CITY OF LOS ANGELES, RECORDED APRIL 22, 1938, AS INSTRUMENT NO. 999 OF OFFICIAL RECORDS OF SAID COUNTY AS HAVING A BEARING AND LENGTH OF SOUTH 02 DEGREES 58 MINUTES 20 SECONDS WEST 121.58 FEET AND IT'S PROLONGATIONS THEREOF; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE EASTERLY LINE OF LOT 36 OF SAID BAUCHET TRACT; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 36 AND 54 AND IT'S PROLONGATIONS THEREOF TO AND ALONG THE EASTERLY LINES OF LOTS 1, 2, 3 AND 4 OF SAID R. M. BAKER TRACT TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 17 OF SAID BAUCHET TRACT; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOTS 13 AND 15 OF SAID BAUCHET TRACT TO THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 13 TO THE MOST EASTERLY CORNER OF SAID LOT 13; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES OF SAID LOTS 13 AND 15 TO A POINT, SAID POINT BEING DISTANCE THEREON 8.63 FEET NORTHEASTERLY FROM THE MOST SOUTHERLY CORNER OF SAID LOT 13; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 17, SAID LAST MENTIONED POINT BEING DISTANCE THEREON 11.99 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 17; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 17, SAID LAST MENTIONED POINT BEING DISTANCE THEREON 5.44 FEET SOUTHWESTERLY FROM THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE 5.44 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN LOT 46 OF SAID BAUCHET TRACT.

TOGETHER WITH THOSE PORTIONS OF BAUCHET STREET (60.00 FEET WIDE) AS SHOWN ON SAID MAP OF BAUCHET TRACT TITLE OF WHICH PASSES WITH LÉGAL CONVEYANCE OF SAID LAND.

APNs: 5409-023-048, 5409-023-054, 5409-023-060, 5409-023-061, 5409-023-906, 5409-023-926 & 5409-023-932 (As to Parcels A, B, & C); and 5409-015-009, 5409-015-010, 5409-015-014, 5409-015-906 , 5409-015-914, 5409-014-905 & 5409-014-012 (as to Parcel D).