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EASEMENT AGREEMENT

BETWEEN

CATELLUS DEVELOPMENT CORPORATION

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

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Covering certain real property situated in:

City of Los Angeles  
County of Los Angeles  
State of California

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Dated as of October 30, 1992

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SCHEDULE OF EXHIBITS

- A. Legal Description of Union Station
- B. Common Area
- C. Common Area Expenses
- D. Exclusive Area
- E. Exclusive Area Expenses
- F. Metrolink Common Area Equipment
- G. Metrolink Exclusive Area Equipment
- H. Metrolink Train Yard Equipment
- I. Train Yard
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- K. Costs which Do Not Qualify as Common Area Expenses,  
Exclusive Area Expenses or Train Yard Expenses
- L. Proposed Truncation of the Train Yard
- M. Public Utility Commission Clearances
- N. Maintenance Standards

## EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 30th day of October, 1992 by and between CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation (together with its successors and assigns, "Catellus"), and SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, a California joint powers authority existing pursuant to Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities Code (together with its permitted successors and assigns, "Metrolink"), as follows:

### R E C I T A L S

A. Catellus is the owner of certain real property located in the City of Los Angeles, California, and commonly known as Los Angeles Union Passenger Terminal or Los Angeles Union Station ("Union Station"), as more particularly described in Exhibit A attached hereto.

B. Metrolink intends to engage in the operation of commuter railroad passenger trains in order to provide mass transit within certain portions of Southern California. Metrolink desires to utilize Union Station as its primary commuter passenger terminal within the City of Los Angeles in connection with its commuter transit operations.



C. Catellus desires to grant to Metrolink an exclusive easement over and upon the Temporary Plaza (as defined below), and a non-exclusive easement over and upon certain other portions of Union Station, upon and subject to the terms and provisions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

As used in this Agreement, the following terms have the following meanings:

1.1 Abandonment. "Abandonment" means the cessation of all Transit Services within the Train Yard for a period of two years.

1.2 Amtrak. "Amtrak" means the National Railroad Passenger Corporation.

1.3 Amtrak Lease. "Amtrak Lease" means that certain Lease between Catellus and Amtrak dated as of January 1, 1991, and any amendments, extensions or renewals thereof.

1.4 Amtrak/SCRRRA Agreement. "Amtrak/SCRRRA Agreement" means that certain Agreement between Amtrak and Metrolink for Operation of the Rail Yard at Los Angeles Union Passenger Terminal dated as of June 1, 1992, and any amendments, extensions or renewals thereof.

1.5 AT&SF. "AT&SF" means the Atchison, Topeka and Santa Fe Railway Company.

1.6 AT&SF Easement. "AT&SF Easement" means that certain Union Station Easement Agreement between Catellus and AT&SF dated

December 21, 1990 and effective as of November 30, 1990, and any amendments, extensions or renewals thereof.

1.7 Bank of America. "Bank of America" means Bank of America National Trust and Savings Association, a national banking association.

1.8 Catellus. "Catellus" has the meaning assigned to such term in the first paragraph of this Agreement.

1.9 Common Area. "Common Area" means, collectively, the Exterior Common Area, the Interior Common Area and the Tunnel Common Area. The Common Area as of the date hereof includes the portion of Union Station which is specifically identified in Exhibit B hereto, and does not include any portions of Union Station not identified in Exhibit B. The Joint Management Committee shall verify the boundaries of the Common Area from time to time. In the event of any change in the boundaries of the Common Area, this Agreement shall be amended by addition of a new exhibit to reflect such change.

1.10 Common Area Easement. "Common Area Easement" means that certain non-exclusive easement granted by Catellus to Metrolink over and upon the Common Area for the purposes set forth in Section 2.2.

1.11 Common Area Expenses. "Common Area Expenses" means those costs actually incurred by Catellus which are reasonably required or appropriate for, and incident to, the operation of the structures and grounds included in the Common Area or any portion thereof, including, but not limited to, real property taxes and assessments (except that Metrolink shall pay no such

real property taxes attributable to any building constructed within the air rights over Union Station). A list of the categories of such costs as of the date hereof is set forth in Exhibit C hereto. All other categories of costs, including, but not limited to, those listed in Exhibit K hereto, shall not be Common Area Expenses unless otherwise agreed by Catellus and Metrolink. In the event of any change in such categories after the date hereof that is agreed to by Catellus and Metrolink, this Agreement shall be amended by addition of a new exhibit to reflect such change. In the event any of such expenses are applicable partly to the Common Area and partly to other portions of Union Station, such costs shall be prorated between the Common Area and such other portions by square footage or other appropriate means, as reasonably determined by Catellus. The Joint Management Committee shall from time to time consider whether Catellus has accurately calculated the square footage of each of the Exterior Common Area, Interior Common Area and Tunnel Common Area, as set forth in Exhibit C, and other relevant areas of Union Station. Common Area Expenses shall not include any expenses paid directly by Metrolink as a part of its operations or otherwise, but the foregoing shall not be construed to imply that Metrolink has any right to perform modification or improvement work to or in the Common Area other than in accordance with Sections 8.3 and 8.4 of this Agreement.

1.12 Disclosure Date. "Disclosure Date" means the date of the commencement of the term of this Agreement and each January 15th thereafter during the term of this Agreement.

1.13 Due Date. "Due Date" means any date that real property taxes and assessments levied upon Union Station are due to be paid to the County of Los Angeles or any other applicable taxing agency.

1.14 Easement. "Easement" means any of the Train Yard Easement, the Common Area Easement or the Exclusive Area Easement. The Train Yard Easement, the Common Area Easement and the Exclusive Area Easement are, collectively, the "Easements."

1.15 Event of Default. "Event of Default" has the meanings assigned to such term in Section 17.1 and Section 17.2 of this Agreement.

1.16 Exclusive Area. "Exclusive Area" means the portion of Union Station comprising the Temporary Plaza, as shown on Exhibit D hereto, and does not include any portions of Union Station not identified in Exhibit D. The Joint Management Committee shall verify the boundaries of the Exclusive Area from time to time. In the event of any change in the boundaries of the Exclusive Area, this Agreement shall be amended by addition of a new exhibit to reflect such change.

1.17 Exclusive Area Easement. "Exclusive Area Easement" means that certain exclusive easement granted by Catellus to Metrolink over and upon the Exclusive Area for the purposes set forth in Section 2.3.

1.18 Exclusive Area Expenses. "Exclusive Area Expenses" means those costs actually incurred by Catellus which are reasonably required or appropriate for, and incident to, the operation of the structures and grounds included in the Exclusive

Area or any portion thereof, including, but not limited to, real property taxes and assessments (except that Metrolink shall pay no such real property taxes attributable to any building constructed within the air rights over Union Station). A list of the categories of such costs as of the date hereof is set forth in Exhibit E hereto. All other categories of costs, including, but not limited to, those listed in Exhibit K hereto, shall not be Exclusive Area Expenses unless otherwise agreed by Catellus and Metrolink. In the event of any change in such categories after the date hereof that is agreed to by Catellus and Metrolink, this Agreement shall be amended by addition of a new exhibit to reflect such change. In the event any of such expenses are applicable partly to the Exclusive Area and partly to other portions of Union Station, such costs shall be prorated between the Exclusive Area and such other portions by square footage or other appropriate means, as reasonably determined by Catellus. The Joint Management Committee shall from time to time consider whether Catellus has accurately calculated the square footage of the Exclusive Area, as set forth in Exhibit E, and other relevant areas of Union Station. Exclusive Area Expenses shall not include any expenses paid directly by Metrolink as a part of its operations or otherwise, but the foregoing shall not be construed to imply that Metrolink has any right to perform modification or improvement work to or in the Exclusive Area other than in accordance with Sections 8.3 and 8.4 of this Agreement.

1.19 Expenses. "Expenses" means, collectively, the Train Yard Expenses, the Common Area Expenses and the Exclusive Area Expenses.

1.20 Exterior Common Area. "Exterior Common Area" means the portions of Union Station not within the terminal building, as shown in Exhibit B, that are designated and made available to all Station Users and their Permittees for pedestrian and vehicular passage and circulation, queuing, landscaping, loading, service, walkways and other uses or activities available in common to Station Users. Without limiting the foregoing, the Exterior Common Area includes the walkways, roadways and courtyard areas of Union Station, and does not include (i) the tracks or the passenger platforms along and between the tracks in the Train Yard, (ii) the portions of Union Station designated as the "Exclusive Site Area" in the Amtrak Lease, (iii) the parking areas within Union Station, or (iv) any areas not designated in Exhibit B.

1.21 Hazardous Material. "Hazardous Material" means any hazardous or toxic substance, whether man-made or naturally occurring, material or waste, or a pollutant, under any federal, state or local law, regulation, ordinance or rule, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) and the Carpenter-Presley-Tanner Hazardous Substances Account Act (California Health and Safety Code, Section 25300 et seq.), which if discharged, leaked, released or

emitted into the atmosphere, ground, water or any improvement situated upon any portion of Union Station, does or may pollute or contaminate the same, or adversely affect (a) the health or safety of persons, whether upon Union Station or elsewhere, (b) the condition, use or enjoyment of Union Station or any personal property thereon, or (c) Union Station or any of the improvements thereto or thereon, including, but not limited to, substances, materials and wastes now or hereafter regulated by any local governmental authority, the State of California or any federal agency, including, without limitation, the following: paint and solvents, petroleum-based fuels and products, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, PCBs and asbestos.

1.22 Impairment. "Impairment" means an impairment of an Easement which prevents reasonable operation of Transit Services or reasonable access by Metrolink's Permittees to such Transit Services. A reasonable lengthening or reasonable obstruction of the route through the Exterior Common Area and Interior Common Area required in order for Metrolink's Permittees to gain access to the Transit Services shall not be deemed to be an Impairment, provided that in no event shall the pedestrian travel routes existing on the date of this Agreement between the platforms within the Train Yard, the East Portal, the West Portal and the Tunnel Common Area be lengthened or obstructed.

1.23 Interior Common Area. "Interior Common Area" means the portions of Union Station within the terminal building, as shown in Exhibit B, that are designated and made available to all

Station Users and their Permittees for pedestrian passage and circulation, queuing, loading, service and other uses or activities available in common to Station Users. Without limiting the foregoing, the Interior Common Area includes the arcades, the arrival/departure room and portions of the waiting room of Union Station, and does not include (i) the pedestrian tunnel connecting the terminal building to the passenger platforms along and between the tracks in the Train Yard, (ii) the portions of Union Station designated as the "Exclusive Building Area" in the Amtrak Lease, or (iii) any areas not designated in Exhibit B.

1.24 Joint Management Committee. "Joint Management Committee" means a committee to be composed of representatives of Catellus and Metrolink, and for which representatives of Amtrak, RTD and each other Station User shall be invited to be members. Such committee shall, as more particularly set forth in this Agreement, review with Catellus issues that arise with respect to the management and operation of Union Station (other than the Train Yard).

1.25 Joint Operating Agreement. "Joint Operating Agreement" means an agreement, as it may be amended, extended or renewed from time to time, among Metrolink and all other Rail Operators governing train movements and operating procedures within the Train Yard and providing, among other things, for (i) payment by each Rail Operator of a fair and equitable portion of the Yard Costs, including, but not limited to, utility expenses and maintenance, and (ii) payment by all Rail Operators



collectively of all such Yard Costs. The Joint Operating Agreement may, but need not, set forth a specific formula for allocation of Yard Costs. As of the date of this Agreement, the Joint Operating Agreement is the Amtrak/SCRRA Agreement. In the event that an amendment, extension or renewal of the Joint Operating Agreement, or a new Joint Operating Agreement, is executed in the future, Metrolink shall provide a copy thereof to Catellus.

1.26 Metrolink. "Metrolink" has the meaning assigned to such term in the first paragraph of this Agreement.

1.27 Metrolink Common Area Equipment. "Metrolink Common Area Equipment" means, collectively, signage and visual aids, security cameras, communications and computer systems, safety equipment, information booths, passenger ticket sales machines and other removable equipment, facilities and improvements owned by Metrolink and constructed, installed, operated and/or maintained within the Common Area pursuant to this Agreement or the Metrolink Construction Agreement. The Metrolink Common Area Equipment includes, without limitation, any removable Metrolink Improvements (as defined in the Metrolink Construction Agreement) located in the Common Area. The anticipated Metrolink Common Area Equipment is generally described in Exhibit F hereto. Metrolink shall inform Catellus of any changes in the Metrolink Common Area Equipment.

1.28 Metrolink Construction Agreement. "Metrolink Construction Agreement" means that certain Metrolink Construction and Right of Entry License Agreement between Catellus and the Los

Angeles County Transportation Commission dated as of August 28, 1992, and any amendments, extensions or renewals thereof.

1.29 Metrolink Exclusive Area Equipment. "Metrolink Exclusive Area Equipment" means, collectively, signage and visual aids, security cameras, communications and computer systems, safety equipment, information booths, passenger ticket sales machines and other removable equipment, facilities and improvements owned by Metrolink and constructed, installed, operated and/or maintained within the Exclusive Area pursuant to this Agreement or the Metrolink Construction Agreement. The Metrolink Exclusive Area Equipment includes, without limitation, any removable Metrolink Improvements (as defined in the Metrolink Construction Agreement) located in the Exclusive Area. The anticipated Metrolink Exclusive Area Equipment is generally described in Exhibit G hereto. Metrolink shall inform Catellus of any changes in the Metrolink Exclusive Area Equipment.

1.30 Metrolink Train Yard Equipment. "Metrolink Train Yard Equipment" means, collectively, tracks, track support structures, signals, signage and visual aids, security cameras, communications and computer systems, safety equipment, information booths, passenger ticket sales machines and other removable equipment, facilities and improvements owned by Metrolink and constructed, installed, operated and/or maintained within the Train Yard pursuant to this Agreement, the Metrolink Construction Agreement or the Joint Operating Agreement. The Metrolink Train Yard Equipment includes, without limitation, any removable Metrolink Improvements (as defined in the Metrolink

Construction Agreement) located in the Train Yard. The anticipated Metrolink Train Yard Equipment is generally described in Exhibit H hereto. Metrolink shall inform Catellus of any changes in the Metrolink Train Yard Equipment.

1.31 Metrolink's Share of Common Area Expenses.

"Metrolink's Share of Common Area Expenses" means, for the period from October 26, 1992 through October 25, 1993, \$310,000 less a percentage thereof, if any, equal to the percentage that the Common Area Expenses incurred during the term hereof are less than \$1,300,000.

1.32 Metrolink's Share of Exclusive Area Expenses.

"Metrolink's Share of Exclusive Area Expenses" means, for each Year of the term of this Agreement, 100% of the Exclusive Area Expenses incurred by Catellus during such Year.

1.33 Metrolink's Share of Train Yard Expenses. "Metrolink's Share of Train Yard Expenses" means, for so long as Amtrak and Metrolink are the only Rail Operators, any Train Yard Expenses not required to be paid by Amtrak under the Amtrak Lease, and in the event any Rail Operator is permitted to use the Train Yard other than Amtrak and Metrolink, such percentage of Train Yard Expenses as Catellus shall inform Metrolink in accordance with Section 6.2. Such allocation shall be made by Catellus for each Rail Operator in the same proportions as Yard Costs are allocated among the Rail Operators under the Joint Operating Agreement.

1.34 Metrolink's Share of Yard Costs. "Metrolink's Share of Yard Costs" means the portion of the Yard Costs to be paid by

Metrolink, calculated in the manner provided in the Joint Operating Agreement.

1.35 Mortgagee. "Mortgagee" means Bank of America and any other holder of any mortgage or deed of trust encumbering all or any part of Union Station that has given Metrolink notice of its name and address in accordance with the notice provisions hereof.

1.36 Permanent Plaza. "Permanent Plaza" means the permanent bus plaza to be included within the Gateway Plaza project jointly planned by Catellus and the RTD.

1.37 Permanent Road. "Permanent Road" means the permanent access roads to be included within the Gateway Plaza project jointly planned by Catellus and the RTD.

1.38 Permittee. "Permittee" means, as to any Station User, its respective employees, agents, patrons, guests, customers, invitees, contractors, visitors, licensees, vendors, suppliers, tenants, passengers, "meeters and greeters" and concessionaires.

1.39 Plans. "Plans" means construction plans, working drawings and "shop" drawings and specifications for any construction, alteration or relocation of improvements proposed to be performed by either party hereunder.

1.40 Public Information Facilities. "Public Information Facilities" means a public address system, train information display boards, video monitors, information kiosks and facilities and other communications facilities that may be operated by Metrolink within Union Station, for the purpose of informing the public regarding Transit Services and for such other purposes as are permitted under this Agreement. Public Information

Facilities include the signage that is Metrolink Common Area Equipment as set forth in Exhibit F hereto, the public address system, CCTV monitors and signage that is Metrolink Exclusive Area Equipment as set forth in Exhibit G hereto, and the signage and temporary kiosk structure that is Metrolink Train Yard Equipment as set forth in Exhibit H hereto.

1.41 Rail Operator. "Rail Operator" means any entity that, on or after the date of this Agreement, conducts passenger railroad operations within all or any portion of Union Station. As of the date of this Agreement, Amtrak is the only Rail Operator. Metrolink shall be a Rail Operator from and after the date it commences passenger railroad operations within Union Station.

1.42 RTD. "RTD" means the Southern California Rapid Transit District.

1.43 RTD/Amtrak Agreement. "RTD/Amtrak Agreement" means that certain Los Angeles Union Passenger Terminal Agreement Regarding Amtrak Facilities among AT&SF, Southern Pacific Transportation Company, the Union Pacific Railroad Company, Amtrak and RTD dated as of June 24, 1988, and any amendments, extensions or renewals thereof. Catellus is the successor in interest to AT&SF, Southern Pacific Transportation Company and the Union Pacific Railroad Company under the RTD/Amtrak Agreement.

1.44 RTD Development Agreement. "RTD Development Agreement" means that certain Development Agreement between

Catellus and RTD dated as of October 30, 1991, and any amendments, extensions or renewals thereof.

1.45 RTD Public Transit Use Agreement. "RTD Public Transit Use Agreement" means that certain Public Transit Use Agreement between Catellus and RTD dated as of June 30, 1992, and any amendments, extensions or renewals thereof.

1.46 RTD Right of Entry and Permanent Easement Agreement. "RTD Right of Entry and Permanent Easement Agreement" means that certain Union Station Metro Rail Construction Right of Entry License and Permanent Easement Agreement among AT&SF, Southern Pacific Transportation Company, the Los Angeles Salt Lake Railroad Company, the Union Pacific Railroad Company and RTD dated as of November 3, 1987, and any amendments, extensions or renewals thereof. Catellus is the successor in interest to AT&SF, Southern Pacific Transportation Company, the Los Angeles Salt Lake Railroad Company and the Union Pacific Railroad Company under the RTD Right of Entry and Permanent Easement Agreement.

1.47 RTD Tunnel Access Easement Agreement. "RTD Tunnel Access Easement Agreement" means that certain Tunnel Access Easement Agreement between Catellus and RTD dated as of June 30, 1992, and any amendments, extensions or renewals thereof.

1.48 Special Train. "Special Train" means a passenger train operated by or on behalf of Metrolink that is not directly related to Metrolink's commuter passenger rail service, whether or not such train is revenue-generating.

1.49 Start-Up Date. "Start-Up Date" means October 26, 1992, the day Metrolink commenced daily scheduled Transit Services within the Train Yard.

1.50 Station User. "Station User" means Catellus, all of Catellus' tenants at Union Station and all Rail Operators.

1.51 Temporary Plaza. "Temporary Plaza" means the temporary bus plaza identified in Exhibit D to the Metrolink Construction Agreement.

1.52 Temporary Road. "Temporary Road" means that certain temporary access road providing for ingress to and egress from the Temporary Plaza identified in Exhibit D to the Metrolink Construction Agreement.

1.53 Train Yard. "Train Yard" means the portion of Union Station which is specifically identified in Exhibit I hereto. The Train Yard includes the tracks and the passenger platforms along and between the tracks in the Train Yard. The Train Yard does not include the portions of Union Station designated as the "Exclusive Building Area" or the "Exclusive Site Area" in the Amtrak Lease. The Joint Management Committee shall verify the boundaries of the Train Yard from time to time. In the event of any change in the boundaries of the Train Yard, this Agreement shall be amended by addition of a new exhibit to reflect such change.

1.54 Train Yard Easement. "Train Yard Easement" means that certain non-exclusive easement granted by Catellus to Metrolink over and upon the Train Yard for the purposes set forth in Section 2.1.

1.55 Train Yard Expenses. "Train Yard Expenses" means those costs actually incurred by Catellus which are reasonably required or appropriate for, and incident to, the operation of the structures and grounds included in the Train Yard or any portion thereof, including, but not limited to, real property taxes and assessments (except that Metrolink shall pay no such real property taxes attributable to any building constructed within the air rights over Union Station), but excluding Yard Costs. Train Yard Expenses shall include a reasonable management fee payable to Catellus. A list of the categories of such costs as of the date hereof is set forth in Exhibit J hereto. All other costs, including, but not limited to, those listed in Exhibit K hereto, shall not be Train Yard Expenses unless otherwise agreed by Metrolink. In the event of any change in such categories after the date hereof that is agreed to by Catellus and Metrolink, this Agreement shall be amended by addition of a new exhibit to reflect such change. In the event any of such expenses are applicable partly to the Train Yard and partly to other portions of Union Station, such costs shall be prorated between the Train Yard and such other portions by square footage or other appropriate means, as reasonably determined by Catellus. The Joint Management Committee shall from time to time consider whether Catellus has accurately calculated the square footage of the Train Yard, as set forth in Exhibit J, and other relevant areas of Union Station. Train Yard Expenses shall not include any expenses paid directly by Metrolink as a part of its operations or otherwise, but the foregoing shall not be construed



to imply that Metrolink has any right to perform modification or improvement work to or in the Train Yard other than in accordance with Sections 8.3 and 8.4.

1.56 Transit Services. "Transit Services" means the operation by Metrolink of commuter passenger railroad trains and ancillary services provided by Metrolink in connection therewith.

1.57 Tunnel Common Area. "Tunnel Common Area" means the pedestrian tunnel connecting the Union Station terminal building to the passenger platforms in the Train Yard, as shown in Exhibit B.

1.58 Union Station. "Union Station" has the meaning assigned to such term in recital A of this Agreement.

1.59 Yard Costs. "Yard Costs" means the costs associated with operating the Train Yard and related facilities located within the Train Yard, including without limitation the costs of train dispatching, security, utilities, cleaning, environmental compliance, operation of the tower and maintenance of the platforms, tracks and signals, but excluding Train Yard Expenses. Yard Costs and the allocation thereof among the Rail Operators are more particularly set forth in the Joint Operating Agreement.

1.60 Yard Operator. "Yard Operator" means the entity responsible for dispatching and operations within the Train Yard, as more particularly set forth in the Joint Operating Agreement. As of the date of this Agreement, the Yard Operator is Amtrak.

1.61 Year. "Year" means (i) the period of time from the Start-Up Date through October 25, 1993 and (ii) if this Agreement is extended by mutual agreement of the parties, the period from

October 26, 1993 through December 31, 1993 and, thereafter, each succeeding year commencing January 1 and ending the following December 31.

2. Grant of Easements.

Catellus hereby grants to Metrolink the Train Yard Easement described in Section 2.1, the Common Area Easement described in Section 2.2 and the Exclusive Area Easement described in Section 2.3, subject to the terms, conditions, provisions and reservations of this Agreement.

2.1 Train Yard Easement. Catellus hereby grants to Metrolink, subject to the rights, reservations, conditions and restrictions herein set forth, the Train Yard Easement over, upon and across the Train Yard for the limited purposes of:

2.1.1 the operation of Transit Services;

2.1.2 the operation, maintenance and replacement in kind of Metrolink Train Yard Equipment, and subject to Catellus' review and approval of plans in accordance with Section 8.3 and the construction requirements set forth in Section 8.4, the installation, construction and reconstruction thereof; and

2.1.3 the exercise of the rights of Metrolink under Section 2.9 with respect to public information systems and Section 2.10 with respect to signs.

2.2 Common Area Easement. Catellus hereby grants to Metrolink, subject to the rights, reservations, conditions and restrictions herein set forth, the Common Area Easement over, upon and across the Common Area, for the limited purposes of:

2.2.1 pedestrian ingress and egress to and from the Train Yard;

2.2.2 the operation, maintenance and replacement in kind of Metrolink Common Area Equipment, and subject to Catellus' review and approval of plans in accordance with Section 8.3 and the construction requirements set forth in Section 8.4, the installation, construction and reconstruction thereof;

2.2.3 the exercise of the rights of Metrolink under Section 2.4 with respect to vehicular access, Section 2.5 with respect to bus loading and unloading, Section 2.6 with respect to parking, Section 2.8 with respect to communications equipment, Section 2.9 with respect to Public Information Facilities, and Section 2.10 with respect to signs;

2.2.4 in accordance with Section 2.7, use of the Temporary Road for access to the Temporary Plaza until the completion of the Permanent Road; and

2.2.5 in accordance with Section 2.7, after the completion of the Permanent Road, use of the Permanent Road for access to the Permanent Plaza, subject to the approval of RTD under the RTD Public Transit Use Agreement.

2.3 Exclusive Area Easement. Catellus hereby grants to Metrolink, subject to the rights, reservations, conditions and restrictions herein set forth, the Exclusive Area Easement over, upon and across the Exclusive Area for the limited purposes of:

2.3.1 in accordance with Section 2.4, Section 2.5 and Section 2.7, vehicular access and bus loading and unloading until the completion of the Permanent Plaza; and

2.3.2 the operation, maintenance and replacement in kind of Metrolink Exclusive Area Equipment, and subject to Catellus' review and approval of plans in accordance with Section 8.3 and the construction requirements set forth in Section 8.4, the installation, construction and reconstruction thereof.

Upon the completion of the Permanent Plaza, any rights to use the Permanent Plaza shall be granted to Metrolink, if at all, by RTD.

2.4 Vehicular Access. Catellus hereby grants, and shall provide, to Metrolink and its Permittees any non-exclusive vehicular access to pick-up or drop-off persons using Union Station that Catellus has granted or subsequently grants to any other Station User. In addition, Catellus shall cooperate with Metrolink or any other agency or agencies designated by Metrolink to coordinate providing convenient bus and/or van service to persons using Union Station.

2.5 Bus Loading and Unloading. Catellus hereby grants, and shall provide, to Metrolink and its Permittees, the exclusive right to load and unload busses, as well as the right to have busses park temporarily, at the Temporary Plaza prior to completion of the Permanent Plaza. The parties shall in good faith designate certain areas at Union Station where busses may wait prior to moving into berthing spots located in the Temporary Plaza, which areas shall not unreasonably interfere with the use of the Common Area.

2.6 Parking. Catellus shall permit Metrolink's Permittees to use, to the extent available, any public parking spaces at Union Station that are not exclusively reserved for any Station User. To the extent that any public parking spaces are provided by Catellus at Union Station, such public parking shall be provided at rates which are commercially reasonable and which do not discriminate against Metrolink's Permittees. Metrolink's employees (the number of which shall be approximately 15) shall be permitted to park at Catellus' customary monthly public parking rates in effect from time to time provided such employees (i) purchase monthly parking passes, and (ii) park in areas designated by Catellus for such purpose. Catellus may institute a reasonable system, such as parking stickers, to monitor and control such employee parking.

2.7 Use of Temporary Facilities.

2.7.1 Metrolink and Catellus hereby acknowledge and agree that the Temporary Plaza and Temporary Road are interim improvements which shall remain in place only until the earlier of the completion of, or commencement by Metrolink of normal and regular operations at, the Permanent Plaza and Permanent Road, respectively. At such time, all rights for use of the Temporary Plaza and Temporary Road will terminate, and all, or a portion, of the improvements made for the Temporary Plaza and the Temporary Road shall be removed, as specified by Catellus, and the pre-existing condition restored, except as expressly waived by Catellus, at the discretion of Catellus, at Metrolink's sole

cost and expense. Metrolink agrees that its use of the Temporary Plaza shall not exceed the design capacity thereof.

2.7.2 Metrolink's rights to the Temporary Road shall not be exclusive and all other vehicles (including types of vehicles and the companies which operate vehicles) which currently utilize or are granted access by Catellus to the Temporary Road shall have access to such Temporary Road at any time.

2.8 Use of Communications Equipment. Metrolink may make reasonable use of the portion of Union Station known as Terminal Tower, subject to any approval of Amtrak required under the Amtrak Lease, and/or such other portion of Union Station as the parties shall reasonably agree, for the installation and maintenance of communications equipment such as antennae, receivers and satellite dishes reasonably necessary for Metrolink operations, provided that (i) Metrolink complies with the provisions of Sections 8.3 and 8.4 in connection with its installation of communications equipment, and (ii) such equipment does not impair the architectural integrity of the buildings of Union Station.

2.9 Public Information Facilities. Subject to any approval of Amtrak required under the Amtrak Lease, Metrolink may use the Public Information Facilities in common with any other Station User which has a right to use the Public Information Facilities. Metrolink shall coordinate use of Public Information Facilities with other Station Users, subject to reasonable rules and

Construction Agreement) located in the Train Yard. The anticipated Metrolink Train Yard Equipment is generally described in Exhibit H hereto. Metrolink shall inform Catellus of any changes in the Metrolink Train Yard Equipment.

1.31 Metrolink's Share of Common Area Expenses.

"Metrolink's Share of Common Area Expenses" means, for the period from October 26, 1992 through October 25, 1993, \$310,000 less a percentage thereof, if any, equal to the percentage that the Common Area Expenses incurred during the term hereof are less than \$1,300,000.

1.32 Metrolink's Share of Exclusive Area Expenses.

"Metrolink's Share of Exclusive Area Expenses" means, for each Year of the term of this Agreement, 100% of the Exclusive Area Expenses incurred by Catellus during such Year.

1.33 Metrolink's Share of Train Yard Expenses. "Metrolink's Share of Train Yard Expenses" means, for so long as Amtrak and Metrolink are the only Rail Operators, any Train Yard Expenses not required to be paid by Amtrak under the Amtrak Lease, and in the event any Rail Operator is permitted to use the Train Yard other than Amtrak and Metrolink, such percentage of Train Yard Expenses as Catellus shall inform Metrolink in accordance with Section 6.2. Such allocation shall be made by Catellus for each Rail Operator in the same proportions as Yard Costs are allocated among the Rail Operators under the Joint Operating Agreement.

1.34 Metrolink's Share of Yard Costs. "Metrolink's Share of Yard Costs" means the portion of the Yard Costs to be paid by

Metrolink, calculated in the manner provided in the Joint Operating Agreement.

1.35 Mortgagee. "Mortgagee" means Bank of America and any other holder of any mortgage or deed of trust encumbering all or any part of Union Station that has given Metrolink notice of its name and address in accordance with the notice provisions hereof.

1.36 Permanent Plaza. "Permanent Plaza" means the permanent bus plaza to be included within the Gateway Plaza project jointly planned by Catellus and the RTD.

1.37 Permanent Road. "Permanent Road" means the permanent access roads to be included within the Gateway Plaza project jointly planned by Catellus and the RTD.

1.38 Permittee. "Permittee" means, as to any Station User, its respective employees, agents, patrons, guests, customers, invitees, contractors, visitors, licensees, vendors, suppliers, tenants, passengers, "meeters and greeters" and concessionaires.

1.39 Plans. "Plans" means construction plans, working drawings and "shop" drawings and specifications for any construction, alteration or relocation of improvements proposed to be performed by either party hereunder.

1.40 Public Information Facilities. "Public Information Facilities" means a public address system, train information display boards, video monitors, information kiosks and facilities and other communications facilities that may be operated by Metrolink within Union Station, for the purpose of informing the public regarding Transit Services and for such other purposes as are permitted under this Agreement. Public Information



Facilities include the signage that is Metrolink Common Area Equipment as set forth in Exhibit F hereto, the public address system, CCTV monitors and signage that is Metrolink Exclusive Area Equipment as set forth in Exhibit G hereto, and the signage and temporary kiosk structure that is Metrolink Train Yard Equipment as set forth in Exhibit H hereto.

1.41 Rail Operator. "Rail Operator" means any entity that, on or after the date of this Agreement, conducts passenger railroad operations within all or any portion of Union Station. As of the date of this Agreement, Amtrak is the only Rail Operator. Metrolink shall be a Rail Operator from and after the date it commences passenger railroad operations within Union Station.

1.42 RTD. "RTD" means the Southern California Rapid Transit District.

1.43 RTD/Amtrak Agreement. "RTD/Amtrak Agreement" means that certain Los Angeles Union Passenger Terminal Agreement Regarding Amtrak Facilities among AT&SF, Southern Pacific Transportation Company, the Union Pacific Railroad Company, Amtrak and RTD dated as of June 24, 1988, and any amendments, extensions or renewals thereof. Catellus is the successor in interest to AT&SF, Southern Pacific Transportation Company and the Union Pacific Railroad Company under the RTD/Amtrak Agreement.

1.44 RTD Development Agreement. "RTD Development Agreement" means that certain Development Agreement between

Catellus and RTD dated as of October 30, 1991, and any amendments, extensions or renewals thereof.

1.45 RTD Public Transit Use Agreement. "RTD Public Transit Use Agreement" means that certain Public Transit Use Agreement between Catellus and RTD dated as of June 30, 1992, and any amendments, extensions or renewals thereof.

1.46 RTD Right of Entry and Permanent Easement Agreement. "RTD Right of Entry and Permanent Easement Agreement" means that certain Union Station Metro Rail Construction Right of Entry License and Permanent Easement Agreement among AT&SF, Southern Pacific Transportation Company, the Los Angeles Salt Lake Railroad Company, the Union Pacific Railroad Company and RTD dated as of November 3, 1987, and any amendments, extensions or renewals thereof. Catellus is the successor in interest to AT&SF, Southern Pacific Transportation Company, the Los Angeles Salt Lake Railroad Company and the Union Pacific Railroad Company under the RTD Right of Entry and Permanent Easement Agreement.

1.47 RTD Tunnel Access Easement Agreement. "RTD Tunnel Access Easement Agreement" means that certain Tunnel Access Easement Agreement between Catellus and RTD dated as of June 30, 1992, and any amendments, extensions or renewals thereof.

1.48 Special Train. "Special Train" means a passenger train operated by or on behalf of Metrolink that is not directly related to Metrolink's commuter passenger rail service, whether or not such train is revenue-generating.

1.49 Start-Up Date. "Start-Up Date" means October 26, 1992, the day Metrolink commenced daily scheduled Transit Services within the Train Yard.

1.50 Station User. "Station User" means Catellus, all of Catellus' tenants at Union Station and all Rail Operators.

1.51 Temporary Plaza. "Temporary Plaza" means the temporary bus plaza identified in Exhibit D to the Metrolink Construction Agreement.

1.52 Temporary Road. "Temporary Road" means that certain temporary access road providing for ingress to and egress from the Temporary Plaza identified in Exhibit D to the Metrolink Construction Agreement.

1.53 Train Yard. "Train Yard" means the portion of Union Station which is specifically identified in Exhibit I hereto. The Train Yard includes the tracks and the passenger platforms along and between the tracks in the Train Yard. The Train Yard does not include the portions of Union Station designated as the "Exclusive Building Area" or the "Exclusive Site Area" in the Amtrak Lease. The Joint Management Committee shall verify the boundaries of the Train Yard from time to time. In the event of any change in the boundaries of the Train Yard, this Agreement shall be amended by addition of a new exhibit to reflect such change.

1.54 Train Yard Easement. "Train Yard Easement" means that certain non-exclusive easement granted by Catellus to Metrolink over and upon the Train Yard for the purposes set forth in Section 2.1.

1.55 Train Yard Expenses. "Train Yard Expenses" means those costs actually incurred by Catellus which are reasonably required or appropriate for, and incident to, the operation of the structures and grounds included in the Train Yard or any portion thereof, including, but not limited to, real property taxes and assessments (except that Metrolink shall pay no such real property taxes attributable to any building constructed within the air rights over Union Station), but excluding Yard Costs. Train Yard Expenses shall include a reasonable management fee payable to Catellus. A list of the categories of such costs as of the date hereof is set forth in Exhibit J hereto. All other costs, including, but not limited to, those listed in Exhibit K hereto, shall not be Train Yard Expenses unless otherwise agreed by Metrolink. In the event of any change in such categories after the date hereof that is agreed to by Catellus and Metrolink, this Agreement shall be amended by addition of a new exhibit to reflect such change. In the event any of such expenses are applicable partly to the Train Yard and partly to other portions of Union Station, such costs shall be prorated between the Train Yard and such other portions by square footage or other appropriate means, as reasonably determined by Catellus. The Joint Management Committee shall from time to time consider whether Catellus has accurately calculated the square footage of the Train Yard, as set forth in Exhibit J, and other relevant areas of Union Station. Train Yard Expenses shall not include any expenses paid directly by Metrolink as a part of its operations or otherwise, but the foregoing shall not be construed

to imply that Metrolink has any right to perform modification or improvement work to or in the Train Yard other than in accordance with Sections 8.3 and 8.4.

1.56 Transit Services. "Transit Services" means the operation by Metrolink of commuter passenger railroad trains and ancillary services provided by Metrolink in connection therewith.

1.57 Tunnel Common Area. "Tunnel Common Area" means the pedestrian tunnel connecting the Union Station terminal building to the passenger platforms in the Train Yard, as shown in Exhibit B.

1.58 Union Station. "Union Station" has the meaning assigned to such term in recital A of this Agreement.

1.59 Yard Costs. "Yard Costs" means the costs associated with operating the Train Yard and related facilities located within the Train Yard, including without limitation the costs of train dispatching, security, utilities, cleaning, environmental compliance, operation of the tower and maintenance of the platforms, tracks and signals, but excluding Train Yard Expenses. Yard Costs and the allocation thereof among the Rail Operators are more particularly set forth in the Joint Operating Agreement.

1.60 Yard Operator. "Yard Operator" means the entity responsible for dispatching and operations within the Train Yard, as more particularly set forth in the Joint Operating Agreement. As of the date of this Agreement, the Yard Operator is Amtrak.

1.61 Year. "Year" means (i) the period of time from the Start-Up Date through October 25, 1993 and (ii) if this Agreement is extended by mutual agreement of the parties, the period from

October 26, 1993 through December 31, 1993 and, thereafter, each succeeding year commencing January 1 and ending the following December 31.

2. Grant of Easements.

Catellus hereby grants to Metrolink the Train Yard Easement described in Section 2.1, the Common Area Easement described in Section 2.2 and the Exclusive Area Easement described in Section 2.3, subject to the terms, conditions, provisions and reservations of this Agreement.

2.1 Train Yard Easement. Catellus hereby grants to Metrolink, subject to the rights, reservations, conditions and restrictions herein set forth, the Train Yard Easement over, upon and across the Train Yard for the limited purposes of:

2.1.1 the operation of Transit Services;

2.1.2 the operation, maintenance and replacement in kind of Metrolink Train Yard Equipment, and subject to Catellus' review and approval of plans in accordance with Section 8.3 and the construction requirements set forth in Section 8.4, the installation, construction and reconstruction thereof; and

2.1.3 the exercise of the rights of Metrolink under Section 2.9 with respect to public information systems and Section 2.10 with respect to signs.

2.2 Common Area Easement. Catellus hereby grants to Metrolink, subject to the rights, reservations, conditions and restrictions herein set forth, the Common Area Easement over, upon and across the Common Area, for the limited purposes of:

2.2.1 pedestrian ingress and egress to and from the Train Yard;

2.2.2 the operation, maintenance and replacement in kind of Metrolink Common Area Equipment, and subject to Catellus' review and approval of plans in accordance with Section 8.3 and the construction requirements set forth in Section 8.4, the installation, construction and reconstruction thereof;

2.2.3 the exercise of the rights of Metrolink under Section 2.4 with respect to vehicular access, Section 2.5 with respect to bus loading and unloading, Section 2.6 with respect to parking, Section 2.8 with respect to communications equipment, Section 2.9 with respect to Public Information Facilities, and Section 2.10 with respect to signs;

2.2.4 in accordance with Section 2.7, use of the Temporary Road for access to the Temporary Plaza until the completion of the Permanent Road; and

2.2.5 in accordance with Section 2.7, after the completion of the Permanent Road, use of the Permanent Road for access to the Permanent Plaza, subject to the approval of RTD under the RTD Public Transit Use Agreement.

2.3 Exclusive Area Easement. Catellus hereby grants to Metrolink, subject to the rights, reservations, conditions and restrictions herein set forth, the Exclusive Area Easement over, upon and across the Exclusive Area for the limited purposes of:

2.3.1 in accordance with Section 2.4, Section 2.5 and Section 2.7, vehicular access and bus loading and unloading until the completion of the Permanent Plaza; and

2.3.2 the operation, maintenance and replacement in kind of Metrolink Exclusive Area Equipment, and subject to Catellus' review and approval of plans in accordance with Section 8.3 and the construction requirements set forth in Section 8.4, the installation, construction and reconstruction thereof.

Upon the completion of the Permanent Plaza, any rights to use the Permanent Plaza shall be granted to Metrolink, if at all, by RTD.

2.4 Vehicular Access. Catellus hereby grants, and shall provide, to Metrolink and its Permittees any non-exclusive vehicular access to pick-up or drop-off persons using Union Station that Catellus has granted or subsequently grants to any other Station User. In addition, Catellus shall cooperate with Metrolink or any other agency or agencies designated by Metrolink to coordinate providing convenient bus and/or van service to persons using Union Station.

2.5 Bus Loading and Unloading. Catellus hereby grants, and shall provide, to Metrolink and its Permittees, the exclusive right to load and unload busses, as well as the right to have busses park temporarily, at the Temporary Plaza prior to completion of the Permanent Plaza. The parties shall in good faith designate certain areas at Union Station where busses may wait prior to moving into berthing spots located in the Temporary Plaza, which areas shall not unreasonably interfere with the use of the Common Area.



2.6 Parking. Catellus shall permit Metrolink's Permittees to use, to the extent available, any public parking spaces at Union Station that are not exclusively reserved for any Station User. To the extent that any public parking spaces are provided by Catellus at Union Station, such public parking shall be provided at rates which are commercially reasonable and which do not discriminate against Metrolink's Permittees. Metrolink's employees (the number of which shall be approximately 15) shall be permitted to park at Catellus' customary monthly public parking rates in effect from time to time provided such employees (i) purchase monthly parking passes, and (ii) park in areas designated by Catellus for such purpose. Catellus may institute a reasonable system, such as parking stickers, to monitor and control such employee parking.

2.7 Use of Temporary Facilities.

2.7.1 Metrolink and Catellus hereby acknowledge and agree that the Temporary Plaza and Temporary Road are interim improvements which shall remain in place only until the earlier of the completion of, or commencement by Metrolink of normal and regular operations at, the Permanent Plaza and Permanent Road, respectively. At such time, all rights for use of the Temporary Plaza and Temporary Road will terminate, and all, or a portion, of the improvements made for the Temporary Plaza and the Temporary Road shall be removed, as specified by Catellus, and the pre-existing condition restored, except as expressly waived by Catellus, at the discretion of Catellus, at Metrolink's sole

cost and expense. Metrolink agrees that its use of the Temporary Plaza shall not exceed the design capacity thereof.

2.7.2 Metrolink's rights to the Temporary Road shall not be exclusive and all other vehicles (including types of vehicles and the companies which operate vehicles) which currently utilize or are granted access by Catellus to the Temporary Road shall have access to such Temporary Road at any time.

2.8 Use of Communications Equipment. Metrolink may make reasonable use of the portion of Union Station known as Terminal Tower, subject to any approval of Amtrak required under the Amtrak Lease, and/or such other portion of Union Station as the parties shall reasonably agree, for the installation and maintenance of communications equipment such as antennae, receivers and satellite dishes reasonably necessary for Metrolink operations, provided that (i) Metrolink complies with the provisions of Sections 8.3 and 8.4 in connection with its installation of communications equipment, and (ii) such equipment does not impair the architectural integrity of the buildings of Union Station.

2.9 Public Information Facilities. Subject to any approval of Amtrak required under the Amtrak Lease, Metrolink may use the Public Information Facilities in common with any other Station User which has a right to use the Public Information Facilities. Metrolink shall coordinate use of Public Information Facilities with other Station Users, subject to reasonable rules and

regulations imposed by Amtrak and reasonable restrictions on zones of usage imposed by Catellus.

2.10 Signs. All Station Users shall endeavor to develop a set of signage and graphic standards for Union Station, which takes into account Union Station's unique historical character and applicable historic preservation requirements. Each Station User, including without limitation Catellus, Metrolink, RTD and Amtrak, shall be represented on a signage coordination subcommittee of the Joint Management Committee, and the reviewers of the standards developed by such subcommittee may include Catellus' and Metrolink's respective signage consultants. Subject to such standards and compliance by Metrolink with the provisions of Sections 8.3 and 8.4, Metrolink may place within Union Station and at the entrances thereof signs and other advertising displays related solely to Metrolink's Transit Services. All Metrolink's static signs are temporary and subject to revision based on further review, as described above. Such static signs shall be relocated at Metrolink's expense at the reasonable request of Catellus.

2.11 Limitations on the Easements and Rights of Metrolink.

2.11.1 Metrolink's rights to conduct Transit Services over and upon the Train Yard and Metrolink's rights with respect to the Common Area Easement and other rights in and to Union Station, shall be subject to all existing rights and rights-of-way, encumbrances, easements, covenants, conditions and restrictions of record, and to all existing leases and contracts affecting the Train Yard, including, without limitation:

- (a) the Amtrak Lease;
- (b) the Amtrak/SCRRRA Agreement;
- (c) any rights of Amtrak pursuant to any provision of law or act of Congress;
- (d) the AT&SF Easement;
- (e) the RTD/Amtrak Agreement;
- (f) the RTD Right of Entry and Permanent Easement Agreement;
- (g) the RTD Development Agreement;
- (h) the RTD Tunnel Access Easement Agreement;
- (i) the RTD Public Transit Use Agreement; and
- (j) the Metrolink Construction Agreement.

Catellus has delivered to Metrolink true and accurate copies of each agreement evidencing such existing rights and the rights-of-way, encumbrances, easements, covenants, conditions and restrictions, leases and contracts requested by Metrolink, including, without limitation, the Amtrak Lease, the AT&SF Easement, the RTD/Amtrak Agreement, the RTD Right of Entry and Permanent Easement Agreement, the RTD Development Agreement, the RTD Tunnel Access Easement Agreement and the RTD Public Transit Use Agreement. Metrolink has delivered to Catellus a true and accurate copy of the Amtrak/SCRRRA Agreement.

2.11.2 Catellus and its lessees and licensees shall have the exclusive right to provide in Union Station all retail services and similar revenue-producing services that are carried on entirely within Union Station or contracted for or purchased within Union Station and that are not directly related to Transit

Services, and to receive all revenues generated by its provision of such services; provided, however, that Catellus shall not construct, operate or permit retail or other commercial facilities in Union Station which will result in an Impairment. Nothing in this Section 2.11.2 shall prevent or preclude Metrolink from (i) providing retail and revenue-producing services aboard Metrolink's trains, (ii) retaining all revenues derived from the operation of and services provided upon Metrolink's trains (including both scheduled and unscheduled trains), and (iii) subject to Catellus' approval, which shall not be unreasonably withheld, conducting within Union Station activities and advertising designed solely to promote use of Transit Services. Metrolink shall notify Catellus of any Special Train movements within the Train Yard, including those that will require an extension of the hours of operation of Union Station, and will pay the Expenses reasonably caused thereby. Metrolink does not intend to store private rail cars at Union Station.

2.11.3 Catellus reserves to itself from time to time the right to grant such easements, rights and dedications for all portions of Union Station (other than the Exclusive Area) as Catellus deems necessary or desirable, subject to the provisions of this Agreement, so long as such granting of easements, rights and/or dedications does not result in an Impairment. In connection with the foregoing, Catellus may cause the recordation of agreements, parcel maps and restrictions not inconsistent with this Agreement, and Metrolink shall sign any such documents upon request of Catellus.

2.11.4 Other than as provided in this Section 2, Metrolink and its Permittees shall have no right to enter upon, use or pass over any portion of Union Station without the agreement of Catellus (or any lessee or licensee of Catellus) providing for the terms and conditions of such entry, use or passage.

2.11.5 The parties agree that the Easements are subject to Catellus' reservation of rights to develop Union Station, as described in Section 4, which the parties acknowledge may cause temporary interruptions to or reconfigurations of existing means of access but shall not result in an Impairment.

2.12 Lease of Office and Passenger Services Office.  
Metrolink shall have the right to lease at fair rental value and on terms and conditions satisfactory to Metrolink and Catellus, as long as this Agreement is in effect, an office at Union Station in an area at least 500 square feet, which office shall be used in connection with Metrolink's rail operations. Such lease shall be set forth in a separate agreement between the parties from time to time. In addition, the parties have agreed to a lease for a Passenger Services Office on terms set forth in a separate letter agreement dated the date hereof.

3. Truncation, Reduction and Relocation of Easement Areas.

The provisions of this Section 3 govern the truncation, reduction and relocation of Easement areas by Catellus. In addition, Catellus has certain rights to construct improvements over the Train Yard, as set forth in Section 4, and Metrolink

may, as set forth in Section 8, subject to the approval of Catellus as set forth therein, make certain alterations and improvements to Union Station.

3.1 Metrolink's Use of Train Yard Platforms and Tracks. As of the Start-Up Date, Metrolink has made improvements to platforms 2, 3, 4, 5 and 6 within the Train Yard and shall have available, for its Transit Services, platforms 3, 4, 5 and 6 within the Train Yard and the tracks adjacent thereto. At a future date, Metrolink intends, and subject to Metrolink's compliance with Sections 8.3 and 8.4 Catellus hereby grants to Metrolink the right, provided an Event of Default has not occurred, to install, at Metrolink's sole cost, tracks and other right of way improvements adjacent to platform 2 so that Metrolink can use such platform 2. Following completion of such improvements, Metrolink shall be permitted to use platform 2 and the tracks adjacent thereto for its Transit Services. Thereafter Metrolink intends, and subject to Metrolink's compliance with Sections 8.3 and 8.4 Catellus hereby grants to Metrolink the right, provided an Event of Default has not occurred, to install, at Metrolink's sole cost, interlocker switches for all of the tracks within the Train Yard (other than tracks that may be used for light rail service). Following completion of such improvements, provided an Event of Default has not occurred, Catellus agrees, upon Metrolink's request and provided that Metrolink assumes Catellus' obligation under the Amtrak Lease to provide Amtrak with property for an alternative mail dock (it being understood and agreed that Catellus shall cooperate with

Metrolink in performing such obligation under the Amtrak Lease), to request Amtrak to vacate its mail dock currently located upon platforms 7 and 8 within the Train Yard, and upon vacation thereof by Amtrak, Metrolink shall be permitted to use platforms 7 and 8 and the tracks adjacent thereto for its Transit Services. In the event that Metrolink is permitted to use platforms 2, 7 and/or 8 for Transit Services, Metrolink shall be permitted to do so without payment by Metrolink of any additional fees or expenses whatsoever other than to the extent Expenses may increase as a result of such usage, provided that Metrolink shall be responsible, at its sole cost, for reconstructing, in accordance with the provisions of Sections 8.3 and 8.4, such platforms and the tracks adjacent thereto so that they will be suitable for Transit Services. In connection with Metrolink's construction activities within the Train Yard, Catellus shall permit Metrolink to use the portion of the Train Yard immediately south of platforms 7 and 8 as a temporary construction laydown area, provided that such use by Metrolink does not materially interfere with Catellus' planned development of Union Station pursuant to Section 4.

### 3.2 Truncation of Train Yard for Catellus Development.

Catellus shall have the right, on not less than 90 days' prior written notice to Metrolink, to truncate the Train Yard (and any tracks or other rail facilities located therein) as shown in Exhibit L, at Catellus' sole cost and expense. Metrolink may request a reasonable extension of the date of truncation in order to remove its Metrolink Train Yard Equipment, provided that such



extension shall not exceed 90 days. Upon such truncation, all Easements with respect to the truncated portion of the Train Yard, and all Metrolink's obligations to pay any Expenses with respect to such truncated portion of the Train Yard, shall automatically terminate. Metrolink shall execute and deliver to Catellus, in recordable form, a quitclaim deed, or other appropriate instrument, to remove the effect of this Agreement from the title records pertaining to that portion of the Train Yard deleted from this Agreement by virtue of such truncation.

3.3 Further Modification of Train Yard for Transit Concourse. Catellus and Metrolink shall in good faith study the desirability and effect of a proposed further relocation, shortening or modification of the tracks and other rail facilities at the south end of the Train Yard (after giving effect to the truncation described in Section 3.2), in order to accommodate the planned development of a transit concourse at Union Station. Such study shall be undertaken with reference to the following considerations: (a) Metrolink acknowledges that the relocation, shortening or modification of the tracks or other rail facilities, and the construction of a transit concourse, may be of potential benefit to all Station Users if such relocation, shortening, modification and construction will not result in an Impairment, (b) Metrolink believes that the improvements made to the platforms within the Train Yard pursuant to the Metrolink Construction Agreement are and will be adequate to handle its planned high level of Transit Services, (c) Metrolink, by participating in such study, is not consenting to contribute to

the cost of such relocation, shortening or modification or the cost of constructing or reconstructing platforms or other portions of the Train Yard necessitated thereby, and (d) Metrolink must be satisfied that such relocation, shortening or modification will not unreasonably disrupt its provision of Transit Services (including, without limitation, the capacity of the Train Yard to handle all Metrolink trains) or the flow of Metrolink's Permittees through the Train Yard by misplacing the Tunnel Common Area in relationship to the trains or otherwise (e.g., by causing the Tunnel Common Area to be closer to either end of the passenger platforms rather than near the middle of the passenger platforms), which disruption may be alleviated in part by the use by Metrolink of platform numbers 7 and 8, if Catellus so permits in accordance with Section 3.1. Catellus and Metrolink shall invite Amtrak to participate in any such study, and any relocation, shortening or modification of the Train Yard shall require Amtrak's written consent to the extent required under the Amtrak Lease.

In no event shall Catellus reduce the Train Yard or relocate Metrolink's facilities and operations within the Train Yard pursuant to this Section 3.3 if the result of such reduction or relocation is that Metrolink and Amtrak will not have available for their use, within the Train Yard, at least platforms 3, 4, 5 and 6 and the tracks adjacent to each such platform. Following completion by Metrolink of the tracks adjacent to platform 2, in no event shall Catellus reduce the Train Yard or relocate Metrolink's facilities and operations

within the Train Yard if the result of such reduction or relocation is that Metrolink and Amtrak will not have available for their use, within the Train Yard, at least platforms 2, 3, 4, 5 and 6 and the tracks adjacent to each such platform. If Catellus permits Metrolink to use platforms 7 and/or 8 for Transit Services in accordance with Section 3.1, then in no event shall Catellus thereafter reduce the Train Yard or relocate Metrolink's facilities and operations within the Train Yard if the result of such reduction or relocation is that Metrolink and Amtrak will not have available for their use, within the Train Yard, at least platforms 2, 3, 4, 5, 6 and 7 and/or 8, as applicable, and the tracks adjacent to each such platform. In addition, prior to the time that platforms 2, 7 and/or 8 are available to Metrolink for Transit Services, Catellus may not reduce the Train Yard, relocate Metrolink's facilities or operations within the Train Yard, or otherwise make any change to the Train Yard, that will prevent or materially impair the future use of such platforms by Metrolink for Transit Services.

3.4 Effect upon Train Yard Expenses. Any relocation, shortening or modification of, or reduction or increase in, the amount of the Train Yard available to or used by Metrolink pursuant to this Section 3 shall be taken into consideration, and appropriate adjustments made, when computing Metrolink's Share of Train Yard Expenses.

3.5 Modification to the Common Area. Notwithstanding any provision of this Agreement, Catellus shall be entitled to make reasonable changes in, and reconfigurations of, the Common Area

without the consent of Metrolink provided such changes and reconfigurations do not result in an Impairment, and provided, further, that such changes and reconfigurations do not cause Metrolink or Union Station to fail to be in compliance with all applicable laws and ordinances, subject to the provisions of Section 7.2. To the extent that the portion of Common Area Expenses payable by Metrolink is calculated based on the amount of Common Area available to or used by Metrolink, any reduction, increase, redesignation or relocation of the amount of Common Area available to or used by Metrolink pursuant to this Section 3.5 shall be taken into consideration, and appropriate adjustments made, when computing Metrolink's Share of Common Area Expenses.

3.6 Modification to the Exclusive Area. Catellus shall not make any changes in the Exclusive Area without Metrolink's prior written consent, which shall not be unreasonably withheld or delayed. Any reduction, increase, redesignation or relocation of the amount of Exclusive Area available to or used by Metrolink pursuant to this Section 3.6 shall be taken into consideration, and appropriate adjustments made, when computing Metrolink's Exclusive Area Expenses.

3.7 Mortgagee Consent. Before any relocation of any Easement may become effective, Catellus shall obtain the consent of each Mortgagee, and Catellus shall deliver to Metrolink written evidence thereof in connection with the execution of the document(s) effectuating such relocation.

4. Development by Catellus Over the Train Yard.

4.1 Reserved Rights of Catellus. Catellus intends to develop Union Station as a regional transportation and mixed-use development center. Catellus' development plans may include future building construction on a structural deck above the Train Yard requiring the installation of columns, footings, utility systems, foundations and other structures within and under the Train Yard. In developing its plans and carrying out such construction, Catellus shall take every reasonable measure to avoid delays in train movement or interference with Metrolink's train operations or passenger flow, including Metrolink's ability to operate all then-scheduled passenger trains. In light of the foregoing, it is the intent of the parties to allow Catellus uninhibited rights not inconsistent with this Agreement to develop Union Station, so long as that development does not result in an Impairment. Without limitation upon the foregoing, Catellus reserves for itself and its successors and assigns the rights to:

4.1.1 use the subsurface of the Train Yard and the air space above the height specified in Section 4.2, and grant such rights, subject to applicable provisions of this Agreement, to others; and

4.1.2 grant easements within the Train Yard for utility purposes, provided such easements do not result in an Impairment; and

4.1.3 use the surface of the Train Yard not occupied by tracks, facilities or other improvements, including,

without limitation, the Metrolink Train Yard Equipment, for any purpose which does not result in an Impairment; and

4.1.4 place, construct, maintain and relocate utility lines, support columns, pedestrian undercrossings and overcrossings, foundations, and any other structures or improvements whatsoever upon, over or under the Train Yard, provided that any such activities will not encroach upon the minimum clearances set forth in Section 4.2, and provided, further, that at such time or times as Catellus intends to exercise any of such rights within the Train Yard, Catellus shall give written notice to Metrolink describing in reasonable detail the intended action or activity in order that Metrolink may make a determination as to whether such activities will encroach on such minimum clearances. Metrolink shall have 30 days after receipt of any such notice in which to object to Catellus' intended action or activity, which objections may be made solely on the basis of the failure of Catellus' intended action or activity to comply with the provisions of this Section 4. Failure by Metrolink to respond to Catellus' notice within said 30 day period shall constitute approval. Any objections which Metrolink may have to Catellus' intended action shall be communicated to Catellus in writing stating the reasons therefor, and Catellus and Metrolink agree to meet, confer and negotiate in good faith to resolve any such objections raised by Metrolink. Any relocation of any tracks, facilities or other improvements, including, without limitation, the Metrolink Train Yard Equipment, but excluding Metrolink's static signage, pursuant to

this Section 4.1.4 shall be at Catellus' sole cost and expense;  
and

4.1.5 close pedestrian traffic routes and redirect, temporarily or permanently, pedestrian circulation routes within Union Station, including, but not limited to, within the Common Area, as Catellus, in its reasonable discretion, deems necessary or desirable in order to accommodate the needs of all Station Users and the current and future development of Union Station, provided that no such closure of pedestrian traffic routes or redirection of pedestrian circulation shall result in an Impairment, and provided, further, that such closure or redirection shall not cause Metrolink or Union Station to fail to be in compliance with all applicable laws and ordinances, subject to the provisions of Section 7.2.

#### 4.2 Vertical and Other Clearances.

4.2.1 If Catellus designs or constructs any improvements within the Train Yard, Catellus shall maintain a vertical clearance over the Train Yard to the bottom of the above structure sufficient to allow for the installation of overhead electrification wires and appurtenant facilities for commuter rail service. The parties believe such vertical clearance to be 26 feet above the top of the highest rail as it currently exists to the bottom of the above structure. It is understood and agreed that the exact vertical clearance to be maintained shall be mutually agreed upon by Catellus and Metrolink, and if the parties determine that the installation of such electrification facilities requires less than 26 feet of vertical clearance, then

Catellus shall have the right to use the air space above either the height agreed upon or the actual height of the installed electrification facilities. Notwithstanding the foregoing, Catellus shall not be required to maintain a vertical clearance greater than 26 feet above the top of the highest rail as it currently exists.

4.2.2 Such development shall also maintain a minimum horizontal clearance of 8'-0" (of, if less, the horizontal clearance existing on the date of this Agreement) between the edge of passenger platforms and all elements used to support the structural deck. Columns located adjacent to tracks shall in no event be positioned closer than 8'-6" from track centerlines.

4.2.3 Such development shall not result in an Impairment, provided that Metrolink will make reasonable adjustments, at no cost to Metrolink, to accommodate Catellus' planned development.

4.2.4 Such development shall also comply with any minimum safety clearances established by the California Public Utilities Commission General Orders or other applicable safety regulations of any governmental or regulatory agency in connection with current or future rail use of the Train Yard.

4.3 Ventilation. Development above the Train Yard shall provide adequate clearance above the tracks and necessary ventilation to remove products of combustion and rejected heat from the Train Yard. Metrolink shall conduct its operations, as much as reasonably possible, to minimize the heat and fumes



produced by Metrolink's trains in the portion of the Train Yard beneath the structural deck (such conduct shall include, under normal operating practices, the location of the locomotive at the end of each Metrolink train in order that each such train will be pushed into and pulled out of the Train Yard). The cost of installing and operating such ventilation shall not be paid by Metrolink as a Train Yard Expense or otherwise.

4.4 Lighting. Track areas located under the structural deck without natural light shall be artificially illuminated by Catellus to an average of 3.0 foot candles. Passenger platforms shall be illuminated to an average of 10.0 foot candles. The cost of installing such lighting shall not be paid by Metrolink as a Train Yard Expense or otherwise. The cost of operating such lighting shall be a Train Yard Expense only to the extent such lighting was required at the track areas and passenger platforms prior to Catellus' development over the Train Yard. With Catellus' prior written approval, Metrolink may add additional lighting at Metrolink's expense.

5. Consultation between Catellus and Metrolink.

5.1 Consultation. Catellus agrees to consult with Metrolink from time to time concerning the planning of (i) any development within Union Station which is reasonably anticipated to affect Metrolink's operations and (ii) the installation of any rail improvements, or other public transportation facilities, within Union Station. Metrolink agrees to consult with and furnish information to Catellus concerning its anticipated

requirements in order to assist Catellus in the planning of the construction or other preparation by Catellus of alternate or temporary facilities for Metrolink.

5.2 Joint Management Committee. All consultations between Metrolink and Catellus under this Agreement, including without limitation all consultations pursuant to Sections 2.10, 3.3, 5.1 and 6.2.1, shall be coordinated through the Joint Management Committee. The Joint Management Committee shall meet from time to time, but no less frequently than once each calendar quarter, to review the Expenses incurred and expected to be incurred and any matters affecting Metrolink's operations at Union Station, and shall, to the maximum extent possible not inconsistent with this Agreement, attempt to resolve such matters to the mutual agreement of all Station Users. The Joint Management Committee will also review with Catellus issues that arise with respect to the management and operation of Union Station. Each member of the Joint Management Committee shall share with each other member of the Joint Management Committee, upon request, all relevant information in its possession regarding any matter being considered by the Joint Management Committee.

5.3 Solicitation of Competitive Bids. If requested by the Joint Management Committee, Catellus shall solicit competitive bids for services required to be performed by Catellus under this Agreement which have a significant effect upon Metrolink's rights under this Agreement, such as security and janitorial services. Metrolink and any other Station User shall be permitted to bid on

any such service, and Catellus shall review all such bids in good faith.

6. Costs and Taxes

6.1 Payment. As more particularly set forth in Section 6.2 and Section 6.3, Metrolink shall pay to Catellus, from and after the Start-Up Date, Metrolink's Share of Train Yard Expenses, Metrolink's Share of Common Area Expenses and Metrolink's Share of Exclusive Area Expenses. As more particularly set forth in the Joint Operating Agreement, Metrolink shall pay to the Yard Operator, from and after the Start-Up Date, Metrolink's Share of Yard Costs. Except for Metrolink's Share of Train Yard Expenses, Metrolink's Share of Common Area Expenses, Metrolink's Share of Exclusive Area Expenses, Metrolink's Share of Yard Costs and other costs and expenses that Metrolink may be obligated to pay hereunder, neither Metrolink nor its Permittees shall be required to pay any amount for use of the Easements or other rights granted pursuant to this Agreement, In particular, but without limitation, Catellus shall not collect any fee from or on account of (i) any Metrolink train or public transit bus entering or exiting Union Station or any portion thereof, (ii) any pedestrian entering or exiting Union Station or any portion thereof, or (iii) any other bus, car, van, truck, taxi or other motor vehicle of any Metrolink Permittee entering or exiting Union Station or any portion thereof, provided that with respect to any vehicle described in this clause (iii), Catellus may collect fees regularly charged by Catellus to all Station Users.

6.2 Budgets; Estimate Statement; Payment of Expenses.

6.2.1 Catellus and Metrolink shall consult in good faith at least once each calendar quarter regarding the budget for Union Station, and Catellus shall give Metrolink at each such meeting appropriate supporting documentation for the Train Yard Expenses, Common Area Expenses and Exclusive Area Expenses incurred and reasonably anticipated to be incurred. The parties shall also meet with each other in good faith, and exchange all relevant information, if either party reasonably foresees that Train Yard Expenses, Common Area Expenses or Exclusive Area Expenses will materially increase over their current levels, or if either party reasonably expects that its usage of Union Station will materially increase (e.g., by reason of an increase in Transit Services or by reason of additional leasing of Union Station by Catellus), or if either party reasonably believes that any additional maintenance should be performed at, or any additional capital improvement should be made to, Union Station (provided that no such meeting shall obligate any Station User to pay for any such additional maintenance or capital improvement). Amtrak, RTD and all other significant Station Users shall be invited to attend all such meetings.

6.2.2 **[This section is applicable only if the term of this Agreement is extended by the mutual agreement of the parties.]** On or before October 26, 1993, Catellus shall deliver to Metrolink a reasonably detailed written estimate of Metrolink's portion of the Expenses for the period from October 26, 1993 through December 31, 1993. On or before each November 1

thereafter, Catellus shall deliver to Metrolink a reasonably detailed written estimate of Metrolink's portion of the Expenses for the Year commencing on the following January 1 and ending on the December 31 thereafter. Catellus shall not be required to inform Metrolink as to its share of Yard Costs, which information shall be given to Metrolink by, and paid by Metrolink directly to, the Yard Operator, as more particularly specified in the Joint Operating Agreement.

6.2.3 [Intentionally Deleted].

6.2.4 With regard to Metrolink's Share of Train Yard Expenses, the estimate to be delivered by Catellus to Metrolink shall identify the percentage of Train Yard Expenses to be paid by Metrolink and the percentage thereof to be paid by each other Rail Operator, calculated in the same manner as Yard Costs are apportioned pursuant to the Joint Operating Agreement. Catellus shall deliver to Metrolink appropriate supporting documentation for the calculations made by Catellus pursuant to this Section 6.2.4, Section 6.2.5 and, if applicable, Section 6.2.2. Any such information delivered by Catellus may contain or be based in good faith upon information, reports and studies delivered to Catellus by Metrolink or Amtrak from time to time.

6.2.5 The estimate statement to be delivered by Catellus to Metrolink shall identify separately the Train Yard Expenses and the Common Area Expenses anticipated to be incurred for each of the Exterior Common Area, the Interior Common Area and the Tunnel Common Area, and, by multiplying the Train Yard

Expenses by the applicable percentage set forth in Section 6.2.4, shall indicate the amount of Train Yard Expenses to be paid by Metrolink. Such estimate statement shall also identify separately the Exclusive Area Expenses anticipated to be incurred, the entire amount of which is to be paid by Metrolink. For the Train Yard Expenses, the Exclusive Area Expenses and each category of Common Area Expenses, the estimate statement shall set forth the expenses anticipated to be incurred in reasonable detail (e.g., landscaping, street sweeping, trash removal, security and other Common Area Expenses for the Exterior Common Area shall be separately listed in the statement of Common Area Expenses for the Exterior Common Area).

6.2.6 Metrolink agrees to keep Catellus informed from time to time upon request by Catellus as to the number of Metrolink's trains serving Union Station and the average number of Metrolink's Permittees per train who use each portion of Union Station. In addition, Metrolink agrees to give Catellus at least 60 days' prior notice of any increase in Transit Services at Union Station.

6.2.7 Metrolink shall pay to Catellus, in cash and without deduction or setoff, on or before the first (1st) day of each calendar month during the period from the Start-Up Date through October 25, 1993, an amount equal to one-twelfth (1/12) of Metrolink's Share of Common Area Expenses, Metrolink's Share of Exclusive Area Expenses and Metrolink's Share of Train Yard Expenses for such time period, and, if this Agreement is extended by the mutual agreement of the parties, (i) on or before the

first (1st) day of each calendar month during the period from October 26, 1993 through December 31, 1993, an amount equal to one-half (1/2) of Metrolink's Share of Common Area Expenses, Metrolink's Share of Exclusive Area Expenses and Metrolink's Share of Train Yard Expenses for such time period, and (ii) on or before the first (1st) day of each calendar month during the Year commencing on the January 1 following each November 1 estimate, an amount equal to one-twelfth (1/12th) of Metrolink's Share of Common Area Expenses, Metrolink's Share of Exclusive Area Expenses and Metrolink's Share of Train Yard Expenses for such Year. In the event Metrolink reasonably objects to the amount of any such payment required by Catellus, Metrolink shall nevertheless pay the entire amount thereof to Catellus but shall indicate in writing the amount thereof that is being paid by Metrolink under protest. As more particularly set forth in Section 6.4, if any amount is paid by Metrolink under protest, Metrolink shall thereafter conduct an audit of Catellus' books and records, and if such audit discloses that all or any portion of such amount paid by Metrolink under protest was unreasonably charged by Catellus to Metrolink, Catellus shall credit to Metrolink, against the next succeeding payment(s) of Expenses due from Metrolink under this Agreement, the amount unreasonably charged together with interest thereon from the date of payment to the date of credit at the legal rate of interest.

6.3 Reconciliation Statement. As soon as reasonably practicable, Catellus shall deliver to Metrolink a written reconciliation setting forth the actual Expenses paid or incurred

by Catellus during the previous Year, including whether the Common Area Expenses were less than \$1,300,000 as set forth in Section 1.31 above. If the Common Area Expenses paid or incurred during the previous Year were less than \$1,300,000, Catellus shall, in accordance with Section 1.31 above, refund to Metrolink an amount equal to \$310,000 multiplied by the percentage by which such Common Area Expenses were less than \$1,300,000, provided that if this Agreement is extended by mutual agreement of the parties, such amount shall be credited against the next payment(s) of Common Area Expenses due from Metrolink. If the actual Exclusive Area Expenses or Metrolink's portion of the actual Train Yard Expenses is less than the estimated Exclusive Area Expenses or Metrolink's portion of the estimated Train Yard Expenses for such Year, then Catellus shall promptly refund the amount of such difference, unless this Agreement is extended by mutual agreement of the parties, in which case such amount shall be credited against the next payment(s) of estimated Exclusive Area Expenses or Train Yard Expenses, as applicable, due from Metrolink. If the actual Exclusive Area Expenses or Metrolink's portion of the actual Train Yard Expenses is greater than the estimated Exclusive Area Expenses or Metrolink's portion of the estimated Train Yard Expenses for such Year, then Metrolink shall pay to Catellus, in cash and without deduction or setoff, the full amount of such difference within 45 days of Metrolink's receipt of the written reconciliation. Any reconciliation of Expenses shall also include a reconciliation of any administrative, management and contingency fees, and any required



contribution to any reserve or replacement fund, calculated on the basis of or as a percentage of Expenses or any category of Expenses.

6.4 Audit and Objection Rights.

6.4.1 Metrolink, at its expense, shall have the right, during Catellus' regular business hours upon reasonable advance notice to Catellus, to audit or examine Catellus' books and records relating to the calculation of Expenses or other sums due hereunder, provided that Catellus shall pay for such audit or examination if such audit or examination discloses that actual Expenses charged by Catellus to Metrolink for any Year have been overstated by more than 10%. Metrolink shall not exercise its audit rights hereunder more than once each year unless more frequent audits are required by any governmental authority or auditing requirement, in which case Metrolink shall not exercise its audit rights hereunder more often than required by such governmental authority or legal requirement. Catellus shall retain each record relating to Expenses or other sums due hereunder for at least three years after payment of any portion thereof by Metrolink.

6.4.2 **[This section is applicable only if the term of this Agreement is extended by the mutual agreement of the parties.]** If, following its receipt of any November 1 estimate statement, Metrolink reasonably objects to Catellus' calculation of Metrolink's Share of Train Yard Expenses or Metrolink's Share of Common Area Expenses, or to the amount of Train Yard Expenses, Common Area Expenses or Exclusive Area Expenses estimated by

Catellus, Metrolink shall so notify Catellus in writing within 30 days after Metrolink's receipt of such statement. Metrolink shall pay when due all required monthly payments as set forth in the estimate statement, but shall indicate in writing the amount thereof that Metrolink reasonably believes it should not be required to pay and shall indicate that such amount is being paid by Metrolink under protest. If Metrolink reasonably objects to any estimate statement delivered by Catellus or pays any amount under protest, Metrolink shall thereafter use its best efforts to cause an independent auditor to conduct an audit of Catellus' books and records pursuant to this Section 6.4 during such 30 day period or as soon thereafter as reasonably possible. If such audit shows that Catellus has unreasonably stated Metrolink's Share of Train Yard Expenses or Metrolink's Share of Common Area Expenses for the Year commencing on the January 1 following the November 1 estimate, or the amount of the Train Yard Expenses, Common Area Expenses or Exclusive Area Expenses reasonably anticipated to be incurred for such following Year, an appropriate adjustment shall be made to Metrolink's Share of Train Yard Expenses or Metrolink's Share of Common Area Expenses, or to the amount of the Train Yard Expenses, Common Area Expenses or Exclusive Area Expenses for such following Year, as applicable, and any overpayment by Metrolink shall be credited, together with interest thereon from the date of payment to the date of credit at the legal rate of interest, against the next payment(s) of estimated Expenses due from Metrolink.

6.5 Payments on Account; No Waiver. All payments of Expenses and other sums, if any, hereunder shall be deemed to be payments on account. Neither the acceptance by Catellus of any payment of Expenses or any other sum in an amount which is less than the amount due and payable pursuant to this Agreement, nor the issuance of any written estimate, reconciliation or other statement showing as due and payable an amount less than is properly due and payable pursuant hereto, nor any delay in delivering any estimate, reconciliation or other statement, shall constitute an agreement by Catellus to modify this Agreement or a waiver by Catellus of its right to receive all sums properly due hereunder.

6.6 Taxes. Metrolink shall cooperate with Catellus, at no cost to Metrolink, in any attempt by Catellus to lower the real estate taxes and assessments levied upon Union Station (provided that Metrolink shall have no such obligation to cooperate with respect to any portion of Union Station not subject to an Easement or with respect to any improvements constructed by Catellus above the Train Yard). In the event any such attempt to lower real estate taxes or assessments is successful, Catellus shall credit to Metrolink, against the next succeeding payments due from Metrolink to Catellus under this Agreement, Metrolink's share, if any, of any overpayment of real estate taxes or assessments.

7. Use

7.1 Compliance with Law. Metrolink, in using any rights conveyed by this Agreement, shall comply promptly, at its expense, with all applicable statutes, ordinances, rules, regulations and orders of every governmental agency having jurisdiction, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal and water and air quality. Neither Catellus nor Metrolink shall use or permit the use of Union Station in any unlawful manner or in any manner that will tend to create waste or a nuisance.

7.2 Americans With Disabilities Act. Union Station, as a unique historical structure, may be exempt from, and therefore may not comply with, some of the provisions of the Americans With Disabilities Act (42 U.S.C. §12101 et. seq.), and Catellus makes no warranty with respect to Union Station's compliance with the Americans With Disabilities Act. Catellus shall not be required to make any additional alterations and reconfigurations to accommodate handicapped Permittees by virtue of this Agreement. Catellus acknowledges that Metrolink must be able to assure equal and non-discriminatory passage through Union Station for its handicapped Permittees, and that Metrolink may be required by law to make such alterations and reconfigurations as necessary and at its expense, subject to the provisions of Section 8 of this Agreement.

7.3 Relations with Amtrak and Other Entities. Metrolink acknowledges that on the date of this Agreement Amtrak conducts, and in the future Amtrak and/or other Rail Operators will

conduct, passenger railroad operations within Union Station, including the Train Yard. Metrolink and Catellus mutually covenant and agree that each will cooperate with all Rail Operators in order to assure the efficient and safe operation of railroad transportation services by all Rail Operators within Union Station.

8. Alterations and Relocations by Metrolink.

8.1 Alterations to Union Station by Metrolink. Subject to Section 8.2, Metrolink shall not make, or suffer to be made, any alterations to Union Station or any part thereof, without the prior written consent of Catellus, which shall not be unreasonably withheld or delayed, provided that (i) the Metrolink Train Yard Equipment and the Metrolink Common Area Equipment shall at all times be the property of Metrolink and may be altered by Metrolink upon approval by Catellus as provided in Sections 2.1.2 and 2.2.2 so long as such alterations do not affect the structural integrity of Union Station or the use of the Train Yard or the Common Area, respectively, by other users thereof, (ii) the Metrolink Exclusive Area Equipment shall at all times be the property of Metrolink and may be altered by Metrolink upon approval by Catellus as provided in Section 2.3.2, and (iii) any alterations to Union Station, except Metrolink Train Yard Equipment, Metrolink Common Area Equipment and Metrolink Exclusive Area Equipment, remaining upon the termination of this Agreement shall, at that time, become a part of the realty and belong to Catellus. Any such alterations shall

be made in accordance with all applicable laws, permits, licenses and other governmental authorizations, rules, ordinances, orders, decrees and regulations. If at the time of approval by Catellus of any alteration to be made by Metrolink to Union Station, or any installation of Metrolink Train Yard Equipment, Metrolink Common Area Equipment and/or Metrolink Exclusive Area Equipment at Union Station, Catellus in writing (i) reasonably requires the removal of such alteration or installation upon termination of this Agreement, and/or (ii) specifies any required restoration of Union Station to be performed upon termination of this Agreement, then upon the termination of this Agreement, Metrolink shall comply with such written requirements and/or specifications.

8.2 Relocation of Train Yard Improvements by Metrolink.

Metrolink shall not have the right to relocate any tracks or other rail facilities or improvements within the Train Yard, or construct any additional tracks or other rail facilities or improvements within the Train Yard, without the prior written approval of Catellus, which approval shall be given or withheld in accordance with Section 8.3. In giving or withholding its approval, Catellus shall consider, without limitation, the proposed location of the tracks or other rail facilities or improvements, the quality and design of materials to be used, the consistency of any such tracks or other rail facilities or improvements with the design standards established by Catellus for improvements within the Train Yard, the effect such relocation or alteration will have upon existing or reasonably anticipated future operation of Transit Services in the Train

Yard or upon the passage of Metrolink's Permittees through the Train Yard passenger platforms and the Tunnel Common Area, and the effect such relocation or alteration will have upon Catellus' planned development of the air rights above the Train Yard, as more particularly set forth in Section 4. In the event that any tracks or other rail facilities or improvements within the Train Yard must be relocated in order to accommodate the needs or desires of Metrolink, such relocation shall be at the sole cost and expense of Metrolink and Catellus shall not be required to incur any expense in connection therewith. In the event that any tracks or other rail facilities or improvements within the Train Yard must be relocated in order to accommodate the needs or desires of Catellus or any other Rail Operator, such relocation shall be at the sole cost and expense of Catellus and/or such other Rail Operator, as applicable, and Metrolink shall not be required to incur any expense in connection therewith.

### 8.3 Approval by Catellus of Metrolink's Plans.

8.3.1 Prior to the commencement of any construction work for which Catellus' permission is required under this Agreement, Metrolink shall submit Plans therefor to Catellus for review and approval. Catellus' approval or disapproval, as the case may be, shall be submitted in writing to Metrolink within 45 days after the initial submission to Catellus. Should Catellus disapprove the Plans, it shall specify the reasons for such disapproval with reasonable detail in its written response to Metrolink. Amendments and modifications to the Plans shall, likewise, be submitted to Catellus for review and approval prior

to the commencement of construction of any alterations or relocation of improvements described by the amended or modified Plans. Catellus shall issue its written approval or disapproval within 15 days after the receipt of the Plan amendments or modifications from Metrolink. Provided that Metrolink is not then in default under this Agreement pursuant to Section 17.1 hereof, Metrolink shall be authorized to proceed with the construction of the alterations or relocation of improvements upon the receipt of Catellus' written approval of the applicable Plans. Should Catellus fail to approve or disapprove Plans submitted by Metrolink within 45 days or 15 days, whichever is the applicable period, of receipt thereof, approval shall be deemed given.

8.3.2 Metrolink recognizes that Catellus' review of Plans shall incorporate the principle that Metrolink's right to access and utilize for construction portions of Union Station shall not have a material adverse effect upon Catellus' development rights or operations at Union Station, including but not limited to Catellus' use and development of the air rights over and above, and the subterranean rights beneath, the Train Yard, as described in Section 4.

8.3.3 Notwithstanding Catellus' approval of Metrolink's Plans or any amended or modified Plans, Catellus shall not assume any liability for the correctness, adequacy, accuracy or sufficiency thereof. Metrolink hereby agrees to indemnify Catellus in accordance with Section 14 of this Agreement.



8.4 Performance of Construction Work by Metrolink.

8.4.1 Metrolink shall cooperate with Catellus and Amtrak in order to expedite the work and avoid interference with the operation of railway equipment.

8.4.2 Metrolink shall perform work in such manner and at such times as shall not endanger or interfere with the safe and timely operation of the tracks and property of Catellus or its lessees and the traffic moving on such tracks, as well as wires, signals and other property of any railway, its tenants or licensees, at or in the vicinity of the construction work.

8.4.3 Metrolink shall take protective measures necessary to keep railroad facilities, including track ballast, free of sand or debris resulting from its construction operations. Any damage to railroad or other facilities resulting from Metrolink's construction shall be promptly repaired or replaced by Metrolink at Metrolink's sole cost and expense.

8.4.4 Metrolink shall not pile or store any materials, park or use equipment or construct any alterations or relocate any improvements which infringe upon railroad clearances as imposed by the California Public Utilities Commission, as depicted on Exhibit M hereto. Any proposed infringement on such clearances or walkways due to Metrolink's operations shall be submitted to Catellus and Amtrak and shall not be undertaken until approved by Catellus and Amtrak.

8.4.5 Metrolink shall be responsible for payment of all costs incurred for any damages to railroad roadbed, track

and/or appurtenances thereto, resulting from use, occupancy or presence of its employees or agents on or about Union Station.

8.4.6 Metrolink shall be responsible for obtaining all required permits, approvals and environmental releases from state, local or federal governmental entities as are required for any construction of alterations or relocation of improvements to be performed by Metrolink hereunder.

8.4.7 Upon completion of all construction of alterations or relocation of improvements at Union Station, Metrolink shall provide Catellus with plans and specifications describing said improvements "as-built."

8.5 Emergency Work. Notwithstanding any requirement for notice, review or approval contained in this Agreement, in the event of an emergency which poses an imminent threat to life, health or safety of any person, or an imminent threat of property damage, or an imminent threat to the continuation of Transit Services, either party or any Permittee of either party may undertake any construction work solely to the extent necessary to remedy the emergency, provided that such party or Permittee acts in good faith, gives notice thereof to the other party upon the occurrence of such emergency or as soon thereafter as reasonably possible, and otherwise conforms, to the extent practicable, to the applicable provisions of this Section 8.

9. Maintenance and Repair.

9.1 Train Yard. Metrolink shall maintain, repair and replace all of the Metrolink Train Yard Equipment so as to keep

the Metrolink Train Yard Equipment at all times in a safe, sound, good and functional condition. Otherwise, the Train Yard shall be maintained as set forth in the Joint Operating Agreement.

9.2 Common Area and Exclusive Area. Catellus shall keep and maintain the Common Area and Exclusive Area in a neat, clean, safe, sound, good, functional and orderly condition (which shall include daily janitorial service), properly lighted and landscaped, shall, as more particularly set forth in Section 10.3, provide security services therein, and shall, subject to Section 20, repair any damage to the facilities thereof. Such maintenance shall comply with the standards set forth in Exhibit N hereto. Metrolink shall maintain, repair and replace all of the Metrolink Common Area Equipment and Metrolink Exclusive Area Equipment so as to keep the Metrolink Common Area Equipment and Metrolink Exclusive Area Equipment at all times in a neat, clean, safe, sound, good and functional condition.

10. Services to be Supplied by Catellus.

10.1 Temperature. Catellus shall provide heating and ventilation systems for the interior of Union Station, and Metrolink will abide by all reasonable regulations and requirements which Catellus may prescribe to permit the proper functioning and protection of such systems. The cost of heating and ventilating the interior of Union Station shall be a Common Area Expense. Catellus reserves the right upon reasonable notice to Metrolink (to the extent notice is practicable under the circumstances) to stop the heating and ventilation systems when

necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of Catellus, are desirable or necessary, until such repairs, alterations, replacements or improvements shall have been completed. Catellus agrees to make any necessary repairs, alterations, replacements or improvements to the heating and ventilation systems within a reasonable period of time, with due diligence, and with minimum practical interference with Metrolink's use of Union Station.

10.2 Utilities. Catellus shall cause to be supplied to the Train Yard electrical power sufficient to operate the Train Yard, as well as 480 volt standby power at track level for train operations. Catellus shall also cause to be supplied in the Common Area and Exclusive Area lighting, electrical, water and other utilities reasonably necessary for Metrolink to be able to exercise its rights under this Agreement.

10.3 Security. Catellus shall provide security or shall cause security to be provided for the Common Area. Security in the Train Yard shall be the responsibility of the Yard Operator. Metrolink, at its sole cost and expense, may, but shall have no obligation to, provide additional security within the Train Yard, the Exclusive Area and upon Metrolink's trains. Catellus and Metrolink agree, to the extent reasonable, to maximize the coordination, communication and cooperation between their security personnel.

11. Liens.

Metrolink shall promptly pay and discharge any and all liens arising out of construction, work done or suffered or permitted to be done by Metrolink or its contractors, agents and representatives on Union Station, and shall indemnify Catellus against any loss incurred by Catellus on account of such liens. Metrolink shall have the right to contest the correctness or validity of any lien provided that it first posts a lien release bond in accordance with California law. Catellus is hereby authorized to post any notices or take any other action upon or with respect to Union Station that is or may be permitted by law to prevent the attachment of any such liens to Union Station; provided, however, that failure of Catellus to take any such action shall not relieve Metrolink of any obligation or liability under this or any other section hereof.

12. Arbitration; Attorneys' Fees.

12.1 Arbitration. The parties shall negotiate in good faith to attempt to resolve any disputes under this Agreement. If such negotiations fail the parties shall arbitrate any disputes. Any dispute hereunder shall be submitted to a three-person arbitration panel composed of one person selected by each party and a neutral arbitrator chosen by agreement of the party-selected arbitrators. The party initiating the arbitration shall notify the other party of its arbitrator. The other party shall have 30 calendar days after receipt of such notice in which to select its arbitrator. Judgment upon the award rendered by

the arbitrators may be entered in any court having jurisdiction thereof. If any party fails to select an arbitrator within the applicable time period, the other arbitrator(s) shall be empowered to render any award. Arbitration proceedings hereunder shall be conducted in accordance with California Code of Civil Procedure Sections 1280 et seq. (including the discovery provisions of California Code of Civil Procedure 1283.05), and all arbitration awards shall be final and binding upon the parties to the extent provided therein.

12.2 Attorneys' Fees. In the event that either party brings an action, either arbitration or judicial proceeding, to enforce the terms of this Agreement or to obtain a declaration of rights hereunder, the prevailing party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the other party as determined by the court or arbitrator(s).

### 13. Insurance.

13.1 Required Metrolink Coverages. Metrolink shall obtain and keep in full force and effect at all times during the term of this Agreement the following insurance:

13.1.1 General Liability Insurance. A policy of general liability insurance (occurrence form, if available at commercially reasonable rates) having a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence, providing coverage for, among other things, blanket contractual liability, premises, products/completed operations and personal injury coverage, with deletion of (a) the exclusion for

operations within fifty (50) feet of a railroad track (railroad protective liability), if applicable, and (b) the exclusion for explosion, collapse or underground hazard, if applicable; provided, however, that if any portion of the \$10,000,000 coverage is in the form of a "claims-made" rather than an "occurrence" policy, "tail" coverage must be purchased with limits equal to the claims-made policy for one additional year;

13.1.2 Automobile Liability Insurance. Metrolink has required all bus operators to obtain comprehensive automobile liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and insuring Metrolink and Catellus against liability for claims arising out of ownership, maintenance or use of any owned, hired or non-owned automobiles;

13.1.3 Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance having limits not less than those required by state statute, and federal statute, if applicable, and covering all persons employed by Metrolink in the conduct of Metrolink's operations (including the all states endorsement and, if applicable, the volunteers endorsement), together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000); and

13.1.4 Property Insurance. Metrolink shall obtain and maintain a policy or policies of fire and extended coverage insurance covering Metrolink's Common Area Equipment, Metrolink's Exclusive Area Equipment and Metrolink's Train Yard Equipment in

commercially reasonable amounts. Each policy obtained by Metrolink shall be an "all risk" policy of insurance or equivalent insuring against all risks, including loss or damage by fire, windstorm, earthquake (unless waived by Catellus or not available at commercially reasonable rates), aircraft, vehicle, smoke damage and sprinkler leakage.

13.2 General Provisions Regarding Metrolink Insurance.

13.2.1 Insurance Companies. Insurance required to be maintained by Metrolink shall be written by companies having a "General Policyholders Rating" of at least A-VIII as set forth in the most current issue of "Best's Insurance Guide" or as are otherwise acceptable to Catellus. The cost and expense of all insurance obtained by Metrolink shall be borne by Metrolink.

13.2.2 Certificates of Insurance. Metrolink shall deliver to Catellus certificates of insurance with original endorsements for all coverages required by this Section 13. The certificate and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on forms reasonably acceptable to Catellus. Metrolink shall, at least ten (10) days prior to expiration of any of the policies, furnish Catellus with certificates of renewal or "binders" thereof. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after sixty (60) days prior written notice to Catellus (except in the case of cancellation for nonpayment of premium in which case



cancellation shall not take effect until at least ten (10) days notice has been given to each additional insured).

13.2.3 Additional Insured. Catellus and its Mortgagees shall be named as additional insureds under all of the policies required by Section 13.1.1 (Commercial General Liability Insurance) and Section 13.1.2 (Automobile Liability Insurance). The policies required under Sections 13.1.1 and 13.1.2 shall provide for severability of interest.

13.2.4 Excess Coverage. Any umbrella liability policy or excess liability policy must satisfy the terms of Section 13.1.1 above and will provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance, if available at commercially reasonable rates.

13.2.5 Notification of Incidents. Metrolink shall notify Catellus, within twenty-four (24) hours after Metrolink obtains knowledge thereof, of the occurrence of any accidents or incidents which could give rise to a claim under any of the insurance policies required to be maintained by Metrolink under Section 13.1.

13.3 Self-Insurance. Notwithstanding anything in this Section 13 to the contrary, provided that Metrolink can demonstrate to the reasonable satisfaction of Catellus that Metrolink has a funded reserve for losses not covered by insurance of at least Ten Million Dollars (\$10,000,000) by provision of the following documentation or such other information as Catellus may reasonably request, Metrolink may self-insure with respect to the insurance requirements in

Section 13.1. If Metrolink desires to self-insure with respect to all or a part of the above-required insurance, it shall submit the following to Catellus:

13.3.1 Evidence, in form of a letter executed by Metrolink's Director of Risk Management, confirming that Metrolink has a formal policy of self-insurance for the amount required to be insured;

13.3.2 A letter from Metrolink indicating that Metrolink has a funded reserve for losses not covered by insurance of at least Ten Million Dollars (\$10,000,000);

13.3.3 The name and address of legal counsel and claims representatives under the self-insurance program; and

13.3.4 With respect to workers' compensation coverage, a certificate to self-insure from the California Department of Industrial Relations.

If, based upon the information provided, Catellus determines that Metrolink has met the above-described criteria, Catellus shall permit Metrolink to self-insure with respect to all or a portion of the required insurance. In that event, the provisions of Sections 13.1 and 13.2 shall not apply.

Metrolink shall update the funded reserve information provided to Catellus on an annual basis. Metrolink shall notify Catellus of any change in its program of self-insurance within ten (10) business days following such change. Whenever Catellus reasonably determines that the funded reserve of Metrolink has fallen below Ten Million Dollars (\$10,000,000) or that the program of self-insurance, as revised, fails to meet industry

standards for such insurance, Catellus may, in its sole discretion, require that Metrolink immediately obtain and file certificates of insurance as described above and may restrict Metrolink entry onto Union Station until such time as the required certificates have been delivered to Catellus.

13.4 Required Catellus Coverage. Catellus shall obtain and keep in force at all times during the term of this Agreement a policy of commercial general liability insurance (occurrence form, if available at commercially reasonable rates) having a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence, providing coverage for, among other things, blanket contractual liability, premises, products/completed operations and personal and advertising injury coverage, with deletion of (a) the exclusion for operations within fifty (50) feet of a railroad track (railroad protective liability), if applicable, and (b) the exclusion for explosion, collapse or underground hazard, if applicable.

13.5 General Provisions Regarding Catellus Insurance.

13.5.1 Certificates of Insurance. Catellus shall, upon written request, deliver to Metrolink a certificate of insurance for the coverage required by Section 13.4. The certificate shall be signed by a person authorized by the insurer to bind coverage on its behalf.

13.5.2 Excess Coverage. Any umbrella liability policy or excess liability policy must satisfy the terms of Section 13.4 above and will provide that if the underlying

aggregate is exhausted, the excess coverage will drop down as primary insurance, if available at commercially reasonable rates.

13.5.3 Notification of Incidents. Catellus will notify Metrolink, within twenty-four (24) hours after Catellus obtains knowledge thereof, of the occurrence of any accidents or incidents which could give rise to a claim under the insurance policy required to be maintained by Catellus under Section 13.4.

14. Liability.

14.1 Metrolink's Conduct. Metrolink agrees to indemnify and save harmless Catellus and its Permittees from any and all loss, cost, damage, expense and liability (including defense costs and legal fees) relating to injuries to or death of any person or persons or loss, damage or destruction to any property which results from the negligence or intentional misconduct of Metrolink, its employees, agents, contractors, servants, vendors or suppliers.

14.2 Catellus' Conduct. Catellus agrees to indemnify and save harmless Metrolink and its Permittees from any and all loss, cost, damage, expense and liability (including defense costs and legal fees) relating to injuries to or death of any person or persons or loss, damage or destruction to any property which results from the negligence or intentional misconduct of Catellus, its employees, agents, contractors, servants, vendors or suppliers.

14.3 Joint Conduct. In the event of any loss, cost, damage, expense or liability relating to injuries to or death of any person or persons or loss, damage or destruction to any

property which results from the negligence or intentional misconduct of both Metrolink, its employees, agents, contractors, servants, vendors or suppliers, on the one hand, and Catellus, its employees, agents, contractors, servants, vendors or suppliers, on the other hand, each party shall bear such loss, cost, damage, expense or liability in accordance with its relative degree of fault. Metrolink shall, at its expense, defend with counsel reasonably satisfactory to Catellus and its insurer, any such claim brought against Catellus, Metrolink and/or any of their respective employees, agents, contractors, servants, vendors or suppliers, arising out of an incident in the Exclusive Area or Metrolink's Transit Services or other operations at Union Station. Catellus shall, at its expense, defend with counsel reasonably satisfactory to Metrolink and its insurer, any such claim brought against Catellus, Metrolink and/or any of their respective employees, agents, contractors, servants, vendors or suppliers, arising out of an incident in the Common Area or Train Yard (other than an incident in the Common Area or Train Yard arising out of Metrolink's Transit Services or other operations at Union Station).

14.4 Metrolink's Equipment and Construction. Metrolink agrees to indemnify and save harmless Catellus and its Permittees from any and all loss, cost, damage, expense and liability (including defense costs and legal fees) relating to injuries to or death of any person or persons, or loss, damage or destruction to any property, which arises from, out of or in connection with any Metrolink Common Area Equipment, Metrolink Exclusive Area

Equipment or Metrolink Train Yard Equipment installed by Metrolink in Union Station, or any construction performed by or on behalf of Metrolink in, on, under or above Union Station, except to the extent that such injury, death, loss, damage or destruction results from the negligence or intentional misconduct of Catellus, its employees, agents, contractors or servants.

14.5 Catellus' Construction. Catellus agrees to indemnify and save harmless Metrolink and its Permittees from any and all loss, cost, damage, expense and liability (including defense costs and legal fees) relating to injuries to or death of any person or persons, or loss, damage or destruction to any property, which arises from, out of or in connection with construction performed by or on behalf of Catellus in, on, under or above Union Station (including construction above the Train Yard), except to the extent that such injury, death, loss, damage or destruction results from the negligence or intentional misconduct of Metrolink, its employees, agents, contractors or servants.

14.6 Notice and Defense. Except as otherwise provided in Section 14.3, in case suit shall at any time be brought against either Metrolink or Catellus asserting a liability against which the other agrees to indemnify and save harmless the party sued, the indemnifying party shall, at its own cost and expense and without any cost or expense whatever to the party sued, defend such suit and indemnify and save harmless the party sued against all costs and expenses thereof and promptly pay or cause to be paid any final judgment recovered against the party sued;

provided, however, that the party sued shall promptly upon the bringing of any such suit against it give notice to the indemnifying party and thereafter provide all such information as may from time to time be requested. Each party shall furnish to the other all such information relating to claims made for injuries, deaths, losses, damage or destruction of the type covered by this Section 14 as such other party may from time to time reasonably request.

15. Hazardous Materials; Environmental Compliance.

15.1 Compliance. Neither party shall cause or permit any Hazardous Materials to be brought upon, generated, stored, handled or disposed of in, on or about any portion of Union Station in violation of any applicable federal, state or local laws, regulations or ordinances, provided that the foregoing shall not prohibit any party from bringing onto, storing, handling and using at Union Station such Hazardous Materials as are necessary in connection with such party's business so long as (i) such Hazardous Materials are stored, handled and used only in such quantities as are reasonably necessary for such party's business, (ii) such Hazardous Materials are stored, handled and used in accordance with all applicable federal, state and local laws, regulations and ordinances, as well as any manufacturer's instructions for such storage, handling and use, and otherwise in a prudent manner, and (iii) any of such Hazardous Materials that are not used in such party's business are disposed of properly in accordance with all applicable federal, state and local laws,

regulations and ordinances, as well as any manufacturer's instructions for such disposal, and otherwise in a prudent manner, at a location other than Union Station.

15.2 Disclosure Dates. On or before each Disclosure Date, Metrolink shall, upon written request from Catellus, disclose to Catellus in writing the names and amounts of all Hazardous Materials which are known by Metrolink to have been generated, stored, used or disposed of by Metrolink or its contractors or agents in, on or about Union Station during the calendar year preceding the Disclosure Date, or which Metrolink or its contractors or agents intend to generate, store, use or dispose of in, on or about Union Station for the calendar year in which such Disclosure Date occurs. In addition, each party shall immediately notify the other party in writing of any release of Hazardous Materials in, on or about Union Station caused by such party or of which such party obtains knowledge, and shall provide to the other party a copy of any notices of violation or investigation received by such party from any governmental agency pertaining to Hazardous Materials in, on or about Union Station.

15.3 Remediation. If the presence of any Hazardous Material in, on or about Union Station brought onto, stored, handled or used, or caused to be brought onto, stored, handled or used, by either Catellus or Metrolink results in any release, spill or discharge on Union Station, such responsible party shall promptly take all actions at its sole expense as are necessary to remediate Union Station to the satisfaction of the governmental agency or agencies having jurisdiction thereof. Any actions



taken by Metrolink under the preceding sentence shall be taken only after obtaining the prior approval of Catellus, which approval shall not be unreasonably withheld or delayed so long as such action would not potentially have any material adverse long-term or short-term effect upon Union Station and provided the responsible party indemnifies the other in accordance with Section 14.

15.4 Request Regarding Compliance. From time to time, upon either party's request, the other party shall deliver to the requesting party, in writing and in a form reasonably satisfactory to the requesting party, evidence of its compliance with the provisions of this Section 15.

16. Duration and Termination of Easements.

16.1 Duration. Except as otherwise provided in this Agreement, the Easements granted under this Agreement shall expire on October 25, 1993, unless extended by the parties in writing or terminated as expressly provided in Section 16.2.

16.2 Termination.

16.2.1 This Agreement and the easements and rights granted to Metrolink and its Permittees hereunder may be terminated by Catellus only as follows:

(a) In the event an Event of Default on the part of Metrolink occurs, Catellus may terminate this Agreement upon written notice to Metrolink; or

(b) In the event an Abandonment has occurred, provided that no Abandonment shall be deemed to have occurred

unless Catellus has given Metrolink written notice, at least one year before an Abandonment will occur, to the effect that Catellus believes an Abandonment may occur.

16.2.2 This Agreement may be terminated by Metrolink upon not less than one year's prior written notice to Catellus, in the event that Metrolink has firm plans and proper authority to discontinue its passenger train operation in Los Angeles, California or to conduct such operation into or through another passenger facility in Los Angeles, California. In the event that this Agreement is so terminated, Metrolink shall restore Union Station in accordance with, and to the extent required by, Section 8.1.

## 17. Defaults and Remedies.

17.1 Metrolink Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement on the part of Metrolink:

17.1.1 The failure by Metrolink to make any payment of Expenses or any other payment required to be made by Metrolink pursuant to the terms of this Agreement as and when due, where such failure shall have continued for a period of 30 days after Metrolink's receipt of written notice thereof from Catellus; or

17.1.2 The failure by Metrolink to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Metrolink, other than as described in Section 17.1.1 above, as and when due, where such failure shall have continued for a period of 30 days after

Metrolink's receipt of written notice thereof from Catellus; provided, however, that if the nature of Metrolink's default is such that more than 30 days are reasonably required for its cure, then Metrolink shall not be deemed to be in default if Metrolink commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

17.2 Catellus Default. The occurrence of the following event shall constitute an "Event of Default" under this Agreement on the part of Catellus: The failure by Catellus to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Catellus, as and when due, where such failure shall have continued for a period of 30 days after Catellus' receipt of written notice thereof from Metrolink shall constitute a default of this Agreement by Catellus; provided, however, that if the nature of Catellus' default is such that more than 30 days are reasonably required for its cure, then Catellus shall not be deemed to be in default if Catellus commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

17.3 Disputes. In the event of any dispute between the parties with respect to an alleged default or an alleged Event of Default, the parties shall submit their dispute to arbitration in accordance with the provisions of Section 12.1. The arbitration award shall be enforceable as provided in the California Code of Civil Procedure.

17.4 Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have all available remedies at law

or in equity, including, in the case of an Event of Default on the part of Metrolink under Section 17.1, termination of this Agreement as provided in Section 16.2.

17.5 Waiver. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. Either party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party.

18. Assignment, Subletting and Encumbering.

18.1 By Metrolink. This Agreement may not be sold, assigned, conveyed, sublet, mortgaged or otherwise transferred by operation of law or otherwise, in whole or in part, by Metrolink without the prior written consent of Catellus, which consent Catellus may withhold in its sole and absolute discretion; provided, however, that Metrolink may assign all of its rights and interests under this Agreement to a governmental authority which is financially and operationally capable if Metrolink provides to Catellus such information as is reasonably requested by Catellus to enable Catellus to verify such governmental authority's financial and operational capabilities and Catellus fails to reasonably object to the financial or operational capability of such proposed assignee within 30 days after Catellus receives such information. In the event that Catellus consents to any proposed transfer of this Agreement, or in the event of any proposed transfer for which Catellus' consent is not

required, such sale, assignment, conveyance or transfer shall be subject to the terms and conditions hereof.

18.2 By Catellus. This Agreement may be assigned, conveyed, mortgaged or transferred by Catellus, in whole or in part, without the prior consent of Metrolink, provided that (i) in the case of an assignment or transfer, Catellus shall give Metrolink prompt notice of the name and address of the assignee or transferee, and (ii) in the case of a mortgage, Catellus shall give Metrolink prompt notice of the name and address of the Mortgagee, and such Mortgagee shall execute a subordination, attornment and non-disturbance agreement with Metrolink as set forth in Section 19.

18.3 Effect of Assignment or Transfer. Every term, covenant and provision of this Agreement shall benefit and be binding upon the permitted assigns, transferees or successors of the parties to this Agreement. Any permitted assignee of either party's rights or interests under this Agreement automatically shall be deemed, by acceptance of such rights or interest, to have assumed all obligations under this Agreement relating to such rights or interest, and to do any and all things reasonably required to carry out the intention of this Agreement; and the assignor, upon completion of the assignment, shall be relieved of all further liability under this Agreement in connection with the rights and interests assigned, except liability with respect to matters that may have arisen during the assignor's period of ownership of an assigned interest in Union Station, which liabilities remain unsatisfied at the time of the transfer.

19. Subordination, Attornment and Non-Disturbance.

19.1 Subordination and Non-Disturbance. This Agreement, at Catellus' option, shall be subordinate to any mortgage, deed of trust or any other hypothecation or security now or hereafter placed upon Union Station or any portion thereof, and to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that, except with respect to the deed of trust presently encumbering Union Station executed by Catellus for the benefit of Bank of America, no such subordination shall be effective unless Catellus shall provide Metrolink with a written agreement from the holder or beneficiary of such mortgage, deed of trust, hypothecation or other security, as the case may be, confirming that Metrolink's right to quiet possession of the Easements and the other rights of Metrolink under this Agreement shall not be disturbed so long as Metrolink observes and performs all its obligations under this Agreement. Within 30 days after the date of this Agreement, Catellus shall use its best efforts to deliver to Metrolink, with respect to the deed of trust presently encumbering Union Station executed by Catellus for the benefit of Bank of America, a written agreement from Bank of America confirming that Metrolink's right to quiet possession of the Easements and the other rights of Metrolink under this Agreement shall not be disturbed so long as Metrolink observes and performs all its obligations under this Agreement.

19.2 Attornment. In the event of any foreclosure or the exercise of the power of sale under any mortgage, deed of trust,

hypothecation or other security made by Catellus covering all or any portion of Union Station, Metrolink shall attorn to Catellus' successor upon any such foreclosure or sale and recognize the successor as Catellus' successor under this Agreement, provided such successor expressly agrees in writing to be bound to all future obligations under the terms of this Agreement and, if so required, Metrolink shall enter into a new agreement with such successor on the same terms and conditions as are contained in this Agreement.

19.3 Further Documents. Catellus and Metrolink agree to execute any documents reasonably required to effectuate any subordination, non-disturbance, attornment or making of this Agreement prior to the lien of any such mortgage, deed of trust, hypothecation or other security.

20. Casualty.

20.1 Repair Obligations. In the event that any building or other improvement located at Union Station is damaged or destroyed by fire or other cause, (i) subject to the other terms and provisions of this Section 20.1, Catellus, to the extent of all available insurance proceeds, promptly shall repair, restore or reconstruct the damaged improvements, other than damaged Metrolink Common Area Equipment, Metrolink Exclusive Area Equipment and Metrolink Train Yard Equipment, unless Metrolink agrees otherwise, and (ii) Metrolink, to the extent of all available insurance proceeds, promptly shall repair, restore or reconstruct damaged Metrolink Common Area Equipment, Metrolink

Exclusive Area Equipment and Metrolink Train Yard Equipment, unless Catellus agrees otherwise. During such repair, restoration or reconstruction, Catellus shall, to the maximum extent possible, provide alternative access sufficient for Metrolink and its Permittees to have access to the Transit Services. In the event of any such damage or destruction which is not covered by insurance or the cost of which exceeds the available insurance proceeds, or in the event Catellus' Mortgagees are not obligated, by the terms of any applicable mortgages or deeds of trust or by any provision of California law, to release insurance proceeds, Catellus shall have no obligation to repair, restore or reconstruct such improvements unless Metrolink and/or the other Station Users agree in writing to pay the entire amount of the uninsured portion of the cost of repair, restoration or reconstruction and deposit the full amount thereof in an interest bearing account for the use of Catellus in making the required repair, restoration or reconstruction, in which event Catellus shall have the obligation so to repair, restore or reconstruct.

20.2 No Effect upon Easements. Destruction of all or any portion of any building, structure or improvement which is subject to any easement or right of Metrolink or any of Metrolink's Permittees hereunder shall not terminate or destroy such easements or rights, but such easements and rights shall remain and apply to any new, rebuilt, repaired or reconstructed building, structure or improvement built within the portion of Union Station subject to such easements and rights.



21. Condemnation.

21.1 Effect on Agreement. Catellus shall give written notice to Metrolink of a Condemnation or knowledge of any proposed Condemnation of any portion of Union Station. In the event that Union Station or any portion thereof is taken by Condemnation, and such Condemnation does not, in Metrolink's opinion, result in an Impairment, then this Agreement shall be deemed modified so as to exclude from Union Station the part taken or sold and any sums payable and/or calculated under this Agreement based on area shall be adjusted proportionately. If, in Metrolink's opinion, the Condemnation does result in an Impairment, Metrolink shall have the right to terminate this Agreement pursuant to Section 16.2.2 hereof, upon the giving of 90 days' notice as provided therein.

21.2 Condemnation Award. In the event of any Condemnation, the award for the value of the land and improvements so taken or sold shall belong exclusively to Catellus, or to its Mortgagees and lessees, as their interest may appear; provided, however, that, subject to the rights of Catellus' Mortgagees, Metrolink shall be entitled to that portion of any such award to the extent that its actual damages from the Condemnation, including damages to its Metrolink Train Yard Equipment, Metrolink Common Area Equipment, Metrolink Exclusive Area Equipment and other improvements and additions (whether considered severable or non-severable), relocation costs and loss of business, are either separately stated in the damage award or are included in the measure of damages upon which the award is based.

22. Filming.

Catellus may not grant permission to film any Metrolink train or Metrolink logo, other than as an incidental portion of any film, without Metrolink's consent. Metrolink shall have the right to film Union Station and the trains and facilities therein to promote Transit Services, upon giving prior written notice to Catellus. Any filming at Union Station will be coordinated by Catellus and shall not result in an Impairment. In the event any film production entity is brought to Union Station or introduced to Catellus by Metrolink, Catellus and Metrolink shall share the proceeds from such filming in a manner acceptable to both Catellus and Metrolink. In the event any filming at Union Station by any Station User other than Metrolink causes any material loss or expense to Metrolink or any material disruption of Transit Services, such Station User shall reimburse Metrolink therefor.

23. Labor Agreements.

In connection with carrying out their obligations under this Agreement, neither party shall be obligated to violate or incur penalties or other costs under the terms of any then current labor agreements between such party and any labor organization representing its employees.

24. Estoppel Certificates.

At any time during the term of this Agreement, upon not less than 10 days prior written notice from either party, the

other party shall execute, acknowledge and deliver to the requesting party a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), (ii) acknowledging that there are not, to the responding party's knowledge, any uncured defaults hereunder on the part of the requesting party, or specifying such defaults if any are claimed, and (iii) providing such other information as may reasonably be requested in the written notice of the requesting party. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of Union Station or any portion thereof.

25. Force Majeure; Unavoidable Delays.

In the event that the performance of any act required by this Agreement to be performed by either Catellus or Metrolink is prevented or delayed by reason of an act of God, strike, riot, civil unrest, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, inclement weather or any other cause, except financial inability, not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this Section 25 shall excuse the prompt payment of money by Metrolink as required by this Agreement or

the performance of any act rendered difficult solely because of the financial condition of the party, Catellus or Metrolink, required to perform the act.

26. Authority; Quiet Enjoyment.

Catellus covenants, warrants and represents that it has full right and power to execute and perform this Agreement and to grant the estate granted herein and that Metrolink shall, so long as it performs the covenants and provisions hereof, peaceably and quietly have, hold and enjoy its rights under this Agreement. Other than as set forth in the preceding sentence, this Agreement is given without warranty of title of any kind, express or implied, and no other covenant or warranty of title shall be implied from the use of any word or words contained herein.

27. Notices.

All notices, consents, demands and other communication required or permitted hereunder or by law shall be validly given only if in writing and delivered in person to an officer or duly authorized representative of the party to whom it is delivered, or deposited in the United States mail, duly certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

To Catellus:

Catellus Development Corporation  
800 North Alameda Street, Suite 100  
Los Angeles, California 90012

Attention: Vice President, Development

With a copy to:

Catellus Development Corporation  
1065 North PacificCenter Drive, Suite 200  
Anaheim, California 92806

Attention: Assistant General Counsel

To Metrolink:

Southern California Regional Rail Authority  
818 West Seventh Street, Suite 700  
Los Angeles, California 90017

Attention: Executive Director

With a copy to:

Los Angeles County Transportation Commission  
818 West Seventh Street, Suite 1100  
Los Angeles, California 90017

Attention: Executive Director and  
Manager of Real Estate

And to:

Office of the County Counsel  
Los Angeles County Transportation Commission  
818 West Seventh Street  
Los Angeles, California 90017

Attention: Assistant County Counsel -  
Public Works

Any party may by written notice to the others specify  
different addresses, persons or entities for notice purposes.

28. General Provisions.

28.1 Time of the Essence. Time is of the essence of each term and provision of this Agreement.

28.2 Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject matter hereof. The terms and conditions of this Agreement shall not be modified, amended, waived or repealed, except by the written agreement of the parties.

28.3 Recording of Agreement. The parties contemplate that this Agreement shall be recorded by Metrolink and Metrolink shall pay any applicable recording fees. Metrolink's rights under this Agreement shall run with the land, and all easements created by or pursuant to this agreement shall be appurtenant easements and not easements in gross.

28.4 Construction of Agreement. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement is the joint work product of both parties and, accordingly, this Agreement shall not be construed in favor of, or more strictly against, either party on the basis that such party did or did not participate in the drafting of this Agreement. Whenever a singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, and the word "person" shall include corporations, partnerships, firms, associations and other entities.

28.5 Execution of Documents. Each party hereto agrees to execute such documents and instruments as may be reasonably required to enable the other party to construct improvements as contemplated herein, including, without limitation, building permit applications, parcel maps, etc., provided that the executing party shall not be required to incur any liability or expense in connection therewith.

28.6 Severability. In the event that any term or provision contained in this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the fact that such term or provision is invalid or unenforceable shall in no way affect the validity and enforceability of any other term or provision of this Agreement.

28.7 Captions. The captions and headings of the different sections in this Agreement are inserted for the convenience of reference only, and are not to be taken as part of this Agreement or to control or affect the meaning, construction or interpretation of this Agreement.

28.8 No Dedication. The provisions of this Agreement are not intended to and do not constitute a dedication for public use. The rights herein created are private and for the benefit only of the parties hereto, their successors and assigns, and the other permitted parties expressly referred to in this Agreement.

28.9 Successors and Assigns. All covenants and obligations of the parties hereunder shall bind their successors and assigns whether or not expressly assumed by such successors and assigns.

28.10 Consent. Except as may otherwise be set forth herein, where the consent or approval of a party is required, such consent or approval shall not be unreasonably withheld or delayed or conditioned upon the payment of any sum of money.

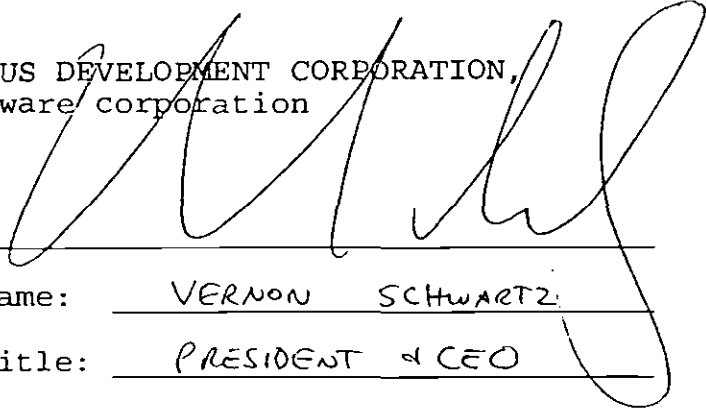
28.11 Exhibits. All exhibits and addenda, if any, attached hereto constitute an integral part of this Agreement.

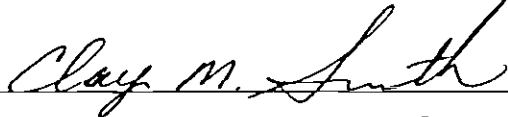
28.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.



IN WITNESS WHEREOF, authorized representatives of Metrolink and Catellus have duly executed this Agreement as of the day and year first above written.

CATELLUS DEVELOPMENT CORPORATION,  
a Delaware corporation

By:   
Name: VERNON SCHWARTZ  
Title: PRESIDENT & CEO

By:   
Name: CLAY M. SMITH  
Title: ASST. SECRETARY

SOUTHERN CALIFORNIA REGIONAL RAIL  
AUTHORITY, a California joint powers  
authority existing pursuant to Sections  
6500 et seq. of the California  
Government Code and Section 130255 of  
the California Public Utilities Code

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, authorized representatives of  
Metrolink and Catellus have duly executed this Agreement as of  
the day and year first above written.

CATELLUS DEVELOPMENT CORPORATION,  
a Delaware corporation

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

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

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

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

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

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

SOUTHERN CALIFORNIA REGIONAL RAIL  
AUTHORITY, a California joint powers  
authority existing pursuant to Sections  
6500 et seq. of the California  
Government Code and Section 130255 of  
the California Public Utilities Code

By: Jacki Bacharach

Name: Jacki Bacharach

Title: Chair

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

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

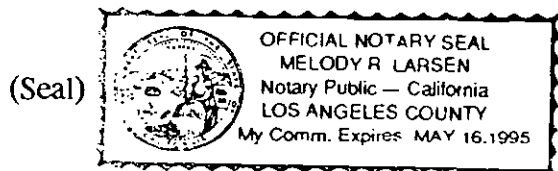
Title: \_\_\_\_\_

State of California            )  
  ) ss.  
County of Los Angeles        )

On November 18, 1992, before me Melody R. Larsen, a Notary Public in and for said State, personally appeared Vernon Schwartz and Clay Smith, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Melody R. Larsen  
Notary Public



needs indemnification  
language  
~~pay taxes (4)~~

When recorded mail to:

Los Angeles County Metropolitan  
Transportation Authority  
818 W. Seventh Street, Suite 300  
Attn: Terry Matsumoto

(Space above this line for Recording Data)

DEED OF TRUST

This Deed of Trust is made as of July \_\_, 1993 by and among Franklin E. White and \_\_\_\_\_ White, as husband and wife as [joint tenants, community property], whose address is 5305 Plymouth, LA CA 900 (collectively, the "Trustor"), \_\_\_\_\_, a California corporation, whose address is \_\_\_\_\_ (the "Trustee") and the Los Angeles County Metropolitan Transportation Authority, whose address is 818 W. Seventh Street, Suite 300, Los Angeles, California 90017 (the "Beneficiary").

as defined in the note

the earlier of the sale of the property or the refinancing of the property

Beneficiary currently herewith will loan Trustor the principal sum of Five Hundred Twenty Two Thousand Five Hundred Dollars (\$522,500) which loan is evidenced by that certain Note executed by Trustor and dated concurrently herewith (the "Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on July 1, 2023. ~~Use of loan to purchase the property~~— This Deed of Trust secures to Beneficiary: (a) the repayment of the loan evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced ~~under paragraph 6~~ hereof to protect the security of this Deed of Trust; and (c) the performance of Trustor's covenants and agreements under this Deed of Trust and the Note.

Trustor will use the loan proceeds to purchase the property.

under

For this purpose, Trustor irrevocably grants and conveys to Trustee, in trust, with power of sale, all of Trustor's rights, title and interests in that certain real property located in Los Angeles County, California which has the address of 530 S. Plymouth, Los Angeles, California ~~900~~ and is more particularly described in Exhibit A attached hereto, together with all the improvements now or hereafter erected on such property, and all easements, appurtenances, and fixtures now or hereafter a part of such property (all of the foregoing referred to as the "Property"). All replacements and additions shall also be covered by this Deed of Trust.

STATE OF CALIFORNIA            )  
  )  
COUNTY OF LOS ANGELES        )        ss.

On November 18th 1992, before me, Kathy Torigoe,  
a Notary Public in and for said County and State, duly  
commissioned and sworn, personally appeared Jacki Bacharach  
and \_\_\_\_\_, personally known to me (or proved to  
me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

Katherine Y Torigoe  
Notary Public

LEGAL DESCRIPTION OF UNION STATION

ALL THAT CERTAIN PROPERTY LOCATED IN THE CITY OF LOS ANGELES,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

[See sixteen (16) page legal description  
and two (2) pages of maps attached hereto]

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1863

June 29, 1992

UNION STATION SITE NOT INCLUDED WITHIN GATEWAY PROJECT

PARCEL 1

1 THOSE PORTIONS OF TRACT NO. 10151, IN THE CITY OF LOS ANGELES, COUNTY OF  
2 LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157 PAGES 45  
3 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID  
4 COUNTY, TOGETHER WITH THOSE PORTIONS OF THE "SUBDIVISION OF A PART OF THE  
5 ESTATE OF YNUARIO AVILA DEC'D," IN SAID CITY, COUNTY, AND STATE AS PER MAP  
6 RECORDED IN BOOK 34 PAGE 90 OF MISCELLANEOUS RECORDS, IN SAID RECORDER'S  
7 OFFICE, TOGETHER WITH THOSE PORTIONS OF THE PESCHKE TRACT, IN SAID CITY,  
8 COUNTY, STATE AS PER MAP RECORDED IN BOOK 31 PAGE 45 OF MISCELLANEOUS  
9 RECORDS IN SAID RECORDER'S OFFICE, TOGETHER WITH THOSE PORTIONS OF THE  
10 "SUBDIVISION OF THE ALISO TRACT," IN SAID CITY, COUNTY, AND STATE, AS PER  
11 MAP RECORDED IN BOOK 4 PAGES 12 AND 13 OF MISCELLANEOUS RECORDS, IN SAID  
12 RECORDER'S OFFICE, AND TOGETHER WITH THOSE PORTIONS OF THE CITY LANDS, IN  
13 SAID CITY, COUNTY, AND STATE AS SHOWN ON MAP RECORDED IN BOOK 2, PAGES 504  
14 AND 505 OF MISCELLANEOUS RECORDS, IN SAID RECORDER'S OFFICE, DESCRIBED AS A  
15 WHOLE AS FOLLOWS:

16  
17 BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF MACY STREET (80.00 FEET  
18 WIDE) AS SHOWN ON SAID TRACT NO. 10151, DISTANT NORTHWESTERLY 23.18 FEET  
19 FROM THE MOST NORTHERLY CORNER OF LOT B OF SAID TRACT NO. 10151, SAID POINT  
20 ALSO BEING THE MOST NORTHERLY CORNER OF THE LAND AS DESCRIBED IN THE DEED  
21 TO THE CITY OF LOS ANGELES RECORDED AUGUST 28, 1936 AS INSTRUMENT NO. 5 IN  
22 BOOK 14393 PAGE 61 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY  
23 ALONG SAID SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION TO THE  
24 EASTERLY LINE OF LOT 1 OF SAID SUBDIVISION OF A PART OF THE ESTATE OF  
25 YNUARIO AVILA DEC'D; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE  
26 NORTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTHERLY LINES  
27 OF LOTS 1 TO 5 INCLUSIVE OF SAID SUBDIVISION OF A PART OF THE ESTATE OF  
28 YNUARIO AVILA DEC'D AND ITS PROLONGATIONS THEREOF TO THE NORTHWEST CORNER  
29 OF SAID LOT 5; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 5 TO  
30 THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT A OF SAID  
31 TRACT NO. 10151; THENCE ALONG SAID PROLONGATION TO THE MOST EASTERLY CORNER  
32 OF LOT A OF SAID TRACT NO. 10151; THENCE ALONG THE NORTHEASTERLY LINE OF

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS



CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661


June 29, 1992

UNION STATION SITE NOT INCLUDED WITHIN GATEWAY PROJECT PARCEL 1 (CONTINUED)

1  
2 SAID LOT A NORTH  $71^{\circ} 03' 10''$  WEST 1122.04 FEET TO THE MOST NORTHERLY CORNER  
3 THEREOF; THENCE ALONG THE NORTHWESTERLY LINES OF LOTS 1, 2 AND A OF SAID  
4 TRACT NO. 10151, SOUTH  $10^{\circ} 07' 30''$  WEST 1125.78 FEET TO THE NORTHWEST  
5 CORNER OF THE LAND AS DESCRIBED IN PARCEL 71955-1 (AMENDED) IN THE FINAL  
6 ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES, COUNTY SUPERIOR COURT  
7 CASE NO. C416021 A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11, 1987, AS  
8 DOCUMENT NO. 87-366265 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE  
9 NORTHERLY BOUNDARIES OF THE LAND AS DESCRIBED IN PARCEL 71955-1 (AMENDED)  
10 IN SAID FINAL ORDER OF CONDEMNATION, AS FOLLOWS: SOUTH  $34^{\circ} 58' 55''$  EAST  
11 9.90 FEET, SOUTH  $10^{\circ} 01' 05''$  WEST 6.92 FEET, SOUTH  $79^{\circ} 58' 55''$  EAST 13.38  
12 FEET, SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING  
13 A RADIUS OF 109.08 FEET, THROUGH CENTRAL ANGLE OF  $45^{\circ} 34' 36''$ , AN ARC  
14 DISTANCE OF 86.77 FEET, SOUTH  $34^{\circ} 24' 19''$  EAST 41.39 FEET, SOUTHEASTERLY  
15 ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 150.92  
16 FEET, THROUGH CENTRAL ANGLE OF  $43^{\circ} 43' 13''$ , AN ARC DISTANCE OF 115.16 FEET,  
17 SOUTH  $78^{\circ} 07' 32''$  EAST 332.05 FEET, EASTERLY ALONG A TANGENT CURVE CONCAVE  
18 NORTHERLY AND HAVING A RADIUS OF 998.92 FEET THROUGH A CENTRAL ANGLE OF  $01^{\circ}$   
19  $38' 16''$ , AN ARC DISTANCE OF 28.56 FEET, TO A LINE PARALLEL WITH AND DISTANT  
20 EASTERLY 590.58 FEET, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF  
21 SAID LOT 2, NORTH  $10^{\circ} 01' 05''$  EAST 0.99 FEET, EASTERLY ALONG A NON-TANGENT  
22 CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 970.00 FEET, THROUGH CENTRAL  
23 ANGLE OF  $10^{\circ} 04' 26''$ , AN ARC DISTANCE OF 170.55 FEET, EAST 140.00 FEET AND  
24 EASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF  
25 4330.00 FEET, THROUGH CENTRAL ANGLE OF  $03^{\circ} 53' 32''$ , AN ARC DISTANCE OF  
26 294.15 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN THE DEED TO  
27 THE CITY OF LOS ANGELES, RECORDED APRIL 12, 1937 AS INSTRUMENT NO. 1137 IN  
28 BOOK 14861 PAGE 261 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHERLY  
29 ALONG SAID WESTERLY LINE AND ITS PROLONGATION THEREOF TO THE EASTERLY LINE  
30 OF THE LAND AS DESCRIBED IN PARCEL A IN THE CITY OF LOS ANGELES ORDINANCE  
31 NO. 87046 ON FILE IN THE CLERK'S OFFICE OF SAID CITY; THENCE NORTHERLY ALONG  
32 SAID EASTERLY LINE TO THE MOST WESTERLY CORNER OF THE LAND AS DESCRIBED IN



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June 29, 1992

UNION STATION SITE NOT INCLUDED WITHIN GATEWAY PROJECT PARCEL 1 (CONTINUED)

1  
2 PARCEL 2 IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED DECEMBER 28, 1945  
3 AS INSTRUMENT NO. 1224 IN BOOK 22651 PAGE 63 OF OFFICIAL RECORDS OF SAID  
4 COUNTY; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF THE LAND AS  
5 DESCRIBED IN PARCEL 2 IN SAID LAST MENTIONED DEED TO THE CITY OF LOS  
6 ANGELES TO THE MOST NORTHERLY CORNER THEREOF; THENCE NORTHEASTERLY ALONG  
7 THE CONTINUATION OF SAID LAST MENTIONED NORTHWESTERLY LINE TO THE MOST  
8 WESTERLY CORNER OF LAND AS DESCRIBED IN PARCEL 1 OF SAID LAST MENTIONED  
9 DEED TO THE CITY OF LOS ANGELES; THENCE NORTHWESTERLY AND NORTHERLY ALONG  
10 THE NORTHWESTERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 1 IN SAID LAST  
11 MENTIONED DEED TO THE CITY OF LOS ANGELES TO THE MOST SOUTHERLY CORNER OF  
12 SAID HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES; THENCE  
13 NORTHERLY AND NORTHWESTERLY ALONG THE NORTHWESTERLY LINES OF SAID  
14 HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES, TO THE POINT  
15 OF BEGINNING.

16  
17 EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING EASTERLY OF THE FOLLOWING  
18 DESCRIBED LINE:

19  
20 BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF MACY STREET, 80 FEET  
21 WIDE, WITH THE CENTERLINE OF AVILA STREET, 60 FEET WIDE, AS SAID STREETS  
22 ARE SHOWN ON THE MAP OF SAID TRACT NO. 10151; THENCE SOUTHERLY ALONG SAID  
23 CENTERLINE OF AVILA STREET AND ITS SOUTHERLY PROLONGATION TO AN  
24 INTERSECTION WITH THE EASTERLY PROLONGATION OF THE MOST NORTHERLY LINE OF  
25 LOT 4 OF SAID TRACT NO. 10151; THENCE WESTERLY ALONG SAID EASTERLY  
26 PROLONGATION AND SAID NORTHERLY LINE TO THE NORTHWESTERLY CORNER OF SAID  
27 LOT 4; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF SAID LOT 4 AND ALONG  
28 THE SOUTHERLY PROLONGATION OF THE MOST SOUTHERLY WEST LINE OF SAID LOT 4 TO  
29 THE NORTHERLY LINE OF PARCEL 71955-1 (AMENDED) IN THE FINAL ORDER OF  
30 CONDEMNATION ENTERED IN THE LOS ANGELES COUNTY SUPERIOR COURT CASE NO.  
31 C416021, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11, 1987, AS  
32 INSTRUMENT NO. 67-366265 OF OFFICIAL RECORDS OF SAID COUNTY.

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411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1863

June 29, 1992

1 UNION STATION SITE NOT INCLUDED WITHIN GATEWAY PROJECT PARCEL 2 (CONTINUED)

2 PARCEL 2:

3 THAT PORTION OF THE CITY LANDS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,  
4 STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF  
5 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND  
6 TOGETHER WITH THAT PORTION OF LOT 5 OF THE "SUBDIVISION OF A PART OF THE ESTATE OF  
7 YNUARIO AVILA DEC'D", IN SAID CITY, COUNTY AND STATE AS PER MAP RECORDED IN BOOK  
8 34 PAGE 90 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, BEING THAT PORTION  
9 OF MACY (80.00 FEET WIDE) AS DESCRIBED IN THE DEEDS TO THE CITY OF LOS ANGELES,  
10 RECORDED APRIL 14, 1875, IN BOOK 34 PAGE 434 OF DEEDS, RECORDED MAY 15, 1897 AS  
11 INSTRUMENT NO. 36 IN BOOK 116D PAGE 221 OF DEEDS, AND RECORDED MAY 18, 1897, AS  
12 INSTRUMENT NO. 40 IN BOOK 1154 PAGE 287 OF DEEDS, ALL IN SAID RECORDERS OFFICE AND  
13 BEING THOSE PORTIONS OF MACY STREET (FORMERLY KNOWN AS AVILA STREET) AS SHOWN AND  
14 DEDICATED ON SAID "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D" NOW  
15 VACATED BY THE CITY OF LOS ANGELES ORDINANCE NO. 85810 ON FILE IN CITY CLERKS  
16 OFFICE OF SAID CITY MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

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

24 BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF AVILA STREET, 60 FEET  
25 WIDE, WITH THE SOUTHWESTERLY LINE OF MACY STREET, AS SAID STREETS ARE SHOWN ON MAP  
26 OF TRACT NO. 10151, RECORDED IN BOOK 157, PAGES 45, 46 AND 47, OF MAPS, RECORDS OF  
27 SAID COUNTY; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF MACY STREET, AS  
28 SHOWN ON SAID MAP OF TRACT NO. 10151, A DISTANCE OF 436.34 FEET TO THE FACE OF THE  
29 WEST PORTAL OF SAID SUBWAY STRUCTURE; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID  
30 SOUTHWESTERLY LINE OF MACY STREET AND ALONG THE FACE OF SAID WEST PORTAL A  
31 DISTANCE OF 80 FEET TO A POINT IN THE NORTHEASTERLY LINE OF MACY STREET AS SHOWN  
32 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 3:

THOSE PORTIONS OF THE R.H. 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

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411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1863

June 29, 1992

1 UNION STATION SITE NOT INCLUDED WITHIN GATEWAY PROJECT PARCEL 3 (CONTINUED)

2 WITH THOSE PORTIONS OF THE GARDEN OF FRANK SABICHI ESQ. IN SAID CITY, COUNTY AND  
3 STATE, AS PER MAP RECORDED IN BOOK 3 PAGE 9 OF MISCELLANEOUS RECORDS IN SAID  
4 RECORDERS OFFICE AND TOGETHER WITH THOSE PORTIONS OF THE CITY LANDS, IN SAID CITY,  
5 COUNTY, AND STATE; AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF  
6 MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, DESCRIBED AS A WHOLE AS FOLLOWS:

7 BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 3 OF SAID R.M. BAKER TRACT; THENCE  
8 NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 3 TO 16 INCLUSIVE OF SAID R.M.  
9 BAKER TRACT TO A POINT, SAID POINT BEING DISTANCE THEREON SOUTH 71 DEGREES 03  
10 MINUTES 10 SECONDS EAST 19.35 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 17 OF  
11 SAID R.M. BAKER; THENCE NORTH 31 DEGREES 42 MINUTES 00 SECONDS EAST 175.95 FEET TO  
12 A POINT IN THE NORTHERLY LINE OF LOT 63 OF SAID BAUCHET TRACT, SAID LAST MENTIONED  
13 POINT BEING DISTANT THEREON SOUTH 87 DEGREES 20 MINUTES 10 SECONDS EAST 24.03 FEET  
14 FROM THE NORTHWEST CORNER OF SAID LOT 63; THENCE CONTINUING NORTH 31 DEGREES 42  
15 MINUTES 00 SECONDS EAST TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY  
16 LINE OF LOT 50 OF SAID BAUCHET TRACT; THENCE ALONG SAID NORTHEASTERLY LINE AND ITS  
17 PROLONGATION THEREOF NORTH 48 DEGREES 31 MINUTES 40 SECONDS WEST TO THE MOST  
18 NORTHERLY CORNER OF SAID LOT 50; THENCE NORTHEASTERLY ALONG NORTHWESTERLY LINES OF  
19 LOTS 30, 31, 32, 33, 47, 48, AND 49 OF SAID BAUCHET TRACT AND IT'S PROLONGATIONS  
20 THEREOF TO AND ALONG THE SOUTHEASTERLY LINE OF THE LAND AS DESCRIBED IN THE DECREE  
21 OF DECLARATION OF TAKING ENTERED IN UNITED STATES DISTRICT COURT, SOUTHERN  
22 DISTRICT OF CALIFORNIA, CENTRAL DIVISION CASE NO. 12792-WB CIVIL, A CERTIFIED COPY  
23 OF WHICH WAS RECORDED AUGUST 30, 1951 AS INSTRUMENT NO. 2857 IN BOOK 37112 PAGE  
24 40B OF OFFICIAL RECORDS OF SAID COUNTY, AND AMENDMENT WAS ENTERED IN SAID CASE NO.  
25 12792-WB CIVIL, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 20, 1963, AS  
26 INSTRUMENT NO. 4499 IN BOOK D-2152 PAGE 291 OFFICIAL RECORDS OF SAID COUNTY, TO  
27 THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF THE LAND AS DESCRIBED  
28 IN THE DEED TO THE CITY OF LOS ANGELES RECORDED AUGUST 6, 1937, AS INSTRUMENT NO.  
29 1103 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ON SAID LAST  
30 MENTIONED PROLONGATION TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE  
31 OF THE LAND AS DESCRIBED IN PARCEL 50 IN THE FINAL ORDER OF CONDEMNATION ENTERED  
32 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 7 OF SAID BAUCHET TRACT; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES  
OF LOTS 7, 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 03 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

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LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1853

June 29, 1992

1 UNION STATION SITE NOT INCLUDED WITHIN GATEWAY PROJECT PARCEL 3 (CONTINUED)

2 LINES OF LOTS 36 AND 54 AND IT'S PROLONGATIONS THEREOF TO AND ALONG THE EASTERLY  
3 LINES OF LOTS 1, 2, 3, AND 4 OF SAID R.M. BAKER TRACT TO THE POINT OF BEGINNING.

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

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

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

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

22 PARCEL 5:

23 THOSE PORTIONS OF THE SEPULVEDA VINEYARD TRACT IN THE CITY OF LOS ANGELES, IN THE  
24 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN CASE NO. 33773 SUPERIOR  
25 COURT. LOS ANGELES COUNTY, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 1422 PAGE  
26 193 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH  
27 THOSE PORTIONS OF TRACT NO. 3801, IN SAID CITY, COUNTY, AND STATE, AS PER MAP  
28 RECORDED IN BOOK 40 PAGE 94 OF MAPS, IN SAID RECORDERS OFFICE, TOGETHER WITH THOSE  
29 PORTIONS OF THE CITY LANDS, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON MAP  
30 RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS  
31 OFFICE, DESCRIBED AS A WHOLE AS FOLLOWS:

32 BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT A OF TRACT 3801, AS PER MAP RECORDED  
IN BOOK 40 PAGE 94 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;  
THENCE FROM SAID POINT OF BEGINNING NORTH 30 DEGREES 04 MINUTES 15 SECONDS WEST  
ALONG THE EASTERLY LINE OF SAID LOT A DISTANCE OF 21.64 FEET TO AN INTERSECTION  
WITH A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 585.00 FEET, THE RADIAL  
LINE AT SAID POINT OF INTERSECTION BEARING NORTH 12 DEGREES 43 MINUTES 59 SECONDS  
WEST, SAID POINT OF INTERSECTION ALSO BEING THE TRUE POINT OF BEGINNING; THENCE  
WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 34.81 FEET TO A POINT OF  
TANGENCY WITH A LINE BEARING SOUTH 80 DEGREES 40 MINUTES 35 SECONDS WEST, THE  
RADIAL LINE AT SAID POINT OF TANGENCY BEARING NORTH 9 DEGREES 19 MINUTES 25  
SECONDS WEST; THENCE SOUTH 80 DEGREES 40 MINUTES 35 SECONDS WEST A DISTANCE OF  
359.74 FEET TO A POINT 52 FEET NORTHERLY MEASURED AT RIGHT ANGLES TO THE CENTER  
LINE OF ALHAMBRA AVENUE, VACATED; THENCE SOUTH 63 DEGREES 07 MINUTES 30 SECONDS  
WEST ALONG A LINE 52 FEET NORTHERLY OF AND PARALLEL TO SAID CENTER LINE OF  
ALHAMBRA AVENUE, VACATED, A DISTANCE OF 160.00 FEET TO AN ANGLE POINT; THENCE  
NORTH 89 DEGREES 43 MINUTES 20 SECONDS WEST A DISTANCE OF 80.31 FEET TO A POINT  
62.00 FEET NORTHERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID  
ALHAMBRA AVENUE, VACATED; THENCE SOUTH 83 DEGREES 07 MINUTES 30 SECONDS WEST ALONG  
A LINE 62.00 FEET NORTHERLY OF AND PARALLEL TO SAID CENTER LINE OF ALHAMBRA  
AVENUE, VACATED, A DISTANCE OF 127.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO  
THE SOUTH AND HAVING A RADIUS OF 593.00 FEET, THE RADIAL LINE AT SAID BEGINNING OF  
CURVE BEARING NORTH 6 DEGREES 52 MINUTES 30 SECONDS WEST; THENCE WESTERLY ALONG  
THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18 DEGREES 10 MINUTES 00

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1 UNION STATION SITE NOT INCLUDED WITHIN GATEWAY PROJECT PARCEL 5 (CONTINUED)

2 SECONDS, AN ARC DISTANCE OF 188.02 FEET; THENCE TANGENT TO SAID CURVE SOUTH 64  
3 DEGREES 57 MINUTES 30 SECONDS WEST 151.33 FEET TO A POINT IN THE WESTERLY LINE OF  
4 ALHAMBRA AVENUE, VACATED; THENCE SOUTH 46 DEGREES 59 MINUTES 40 SECONDS WEST ALONG  
5 SAID WESTERLY LINE OF DISTANCE OF 59.80 FEET TO THE SOUTHERLY LINE OF ALHAMBRA  
6 AVENUE, VACATED; THENCE NORTH 83 DEGREES 07 MINUTES 30 SECONDS EAST ALONG SAID  
7 SOUTHERLY LINE TO THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHERLY  
8 LINE OF LOT 1 OF TRACT 27145, AS PER MAP RECORDED IN BOOK 720 PAGES 24 AND 25 OF  
9 MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A  
10 LENGTH OF 498.09 FEET; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1  
11 BEING A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 543.14 FEET AN ARC DISTANCE  
12 OF 265.72 FEET TO THE NORTHWESTERLY LINE OF LOT 10 OF TRACT 10151, AS PER MAP  
13 RECORDED IN BOOK 157 PAGES 45 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY  
14 RECORDER OF SAID COUNTY; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID  
15 LOT 10 TO THE SOUTHERLY LINE OF ALHAMBRA AVENUE, VACATED; THENCE NORTH 88 DEGREES  
16 07 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY LINE AND ITS PROLONGATION THEREOF  
17 TO THE WESTERLY BOUNDARY OF THE OFFICIAL BED OF LOS ANGELES RIVER AS ESTABLISHED  
18 BY THE CITY OF LOS ANGELES ORDINANCE NO. 287 (O.S.) ON FILE IN THE CITY OF LOS  
19 ANGELES CLERK OFFICE; THENCE NORTHERLY ALONG SAID WESTERLY BOUNDARY TO THE  
20 NORTHERLY LINE OF ALHAMBRA AVENUE NOW VACATED; THENCE WESTERLY ALONG SAID  
21 NORTHERLY LINE TO THE NORTHEASTERLY LINE OF BLOOM STREET NOW VACATED; THENCE NORTH  
22 30 DEGREES 04 MINUTES 15 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID BLOOM  
23 STREET VACATED, TO THE EASTERLY INTERSECTION OF THAT CERTAIN CURVE HEREINBEFORE  
24 MENTIONED HAVING A RADIUS OF 585.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID  
25 CURVE TO THE TRUE POINT OF BEGINNING.

26 PARCEL 6:

27 LOT 24 OF THE BAUCHET TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,  
28 STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37 PAGES 29 AND 30 OF  
29 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

30 EXCEPT THEREFROM THAT PORTION OF SAID LOT 24, INCLUDED WITHIN THE LAND AS  
31 DESCRIBED IN THE DEED TO WILLIAM L. MAULE AND EDNA H. MAULE RECORDED OCTOBER 15,  
32 1971, AS INSTRUMENT NO. 282 OF OFFICIAL RECORDS OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF BAUCHET STREET (60.00 FEET WIDE) AND AVILA STREET  
(60.00 FEET WIDE) BOTH AS SHOWN ON SAID BAUCHET TRACT, TITLE OF WHICH PASSES WITH  
LEGAL CONVEYANCE OF SAID LAND.

EXCEPT THEREFROM THOSE PORTIONS OF SAID BAUCHET STREET AND AVILA STREET, INCLUDED  
WITHIN HEREINABOVE DESCRIBED PARCEL 3.

PARCEL 7:

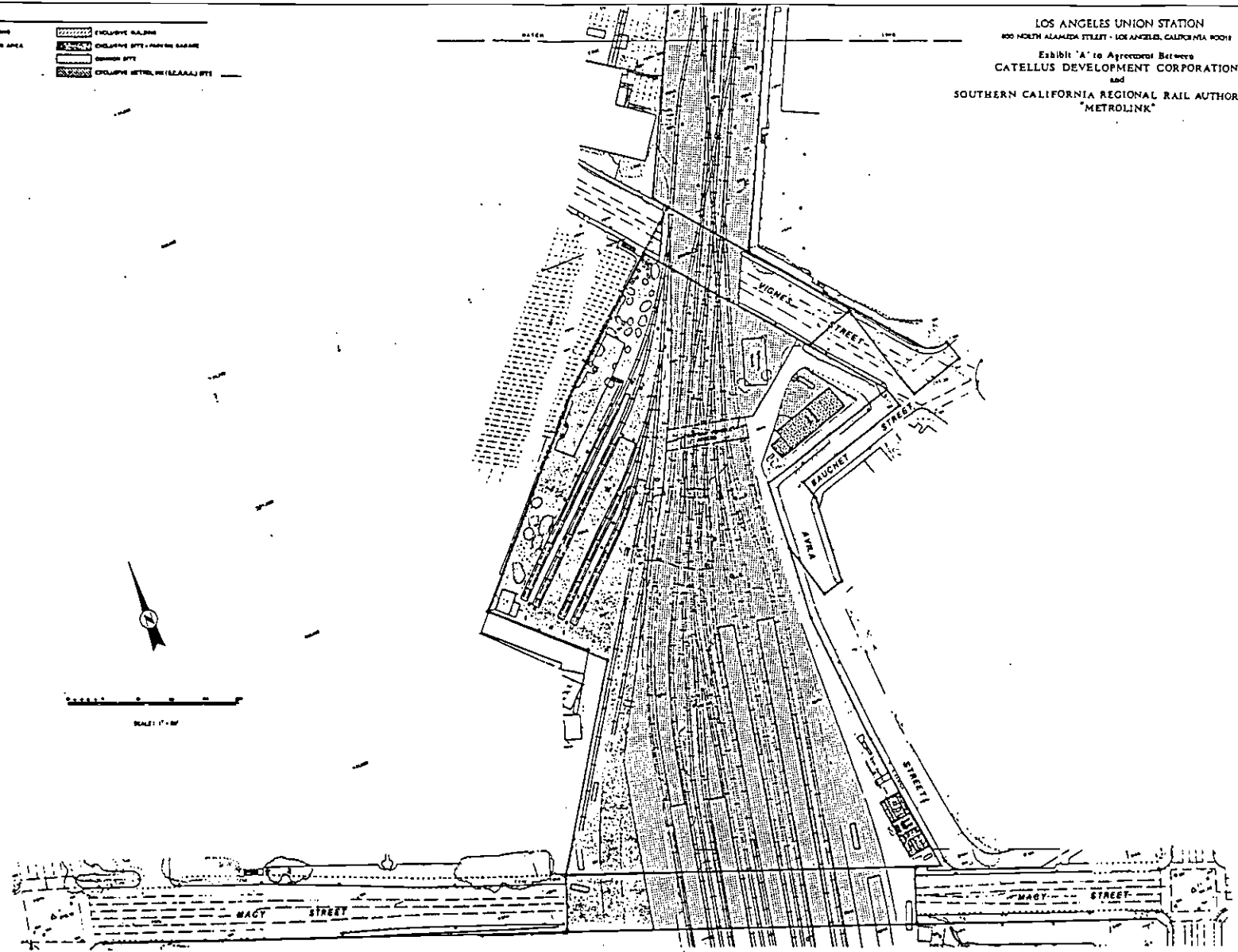
AN EASEMENT FOR ACCESS OVER THOSE PORTIONS OF AUGUSTA STREET, 40 FEET IN WIDTH,  
AND DATE STREET, 40 FEET IN WIDTH, AS SHOWN IN LOS ANGELES CITY ENGINEER'S FIELD  
BOOK 18210 AT PAGES 26, 27 AND 28, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID DATE STREET WITH  
SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID AUGUSTA STREET;  
THENCE ALONG SAID NORTHEASTERLY LINE OF AUGUSTA STREET NORTH 56 DEGREES 13 MINUTES  
30 SECONDS WEST 579.45 FEET; THENCE SOUTH 35 DEGREES 14 MINUTES 00 SECONDS WEST  
40.01 FEET TO THE SOUTHWESTERLY LINE OF SAID AUGUSTA STREET; THENCE ALONG SAID  
SOUTHWESTERLY LINE SOUTH 56 DEGREES 13 MINUTES 30 SECONDS EAST 528.49 FEET TO AN  
INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID DATE STREET; THENCE ALONG SAID  
NORTHWESTERLY LINE SOUTH 48 DEGREES 36 MINUTES 40 SECONDS WEST 49.19 FEET; THENCE  
CONTINUING ALONG SAID NORTHWESTERLY LINE SOUTH 42 DEGREES 14 MINUTES 15 SECONDS  
WEST 89.11 FEET; THENCE SOUTH 47 DEGREES 45 MINUTES 45 SECONDS EAST 40 FEET TO THE  
SOUTHEASTERLY LINE OF SAID DATE STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH  
42 DEGREES 14 MINUTES 15 SECONDS EAST 86.88 FEET; THENCE CONTINUING ALONG SAID  
SOUTHEASTERLY LINE NORTH 48 DEGREES 36 MINUTES 40 SECONDS EAST 98.94 FEET TO THE

LEGEND SYMBOLS USED

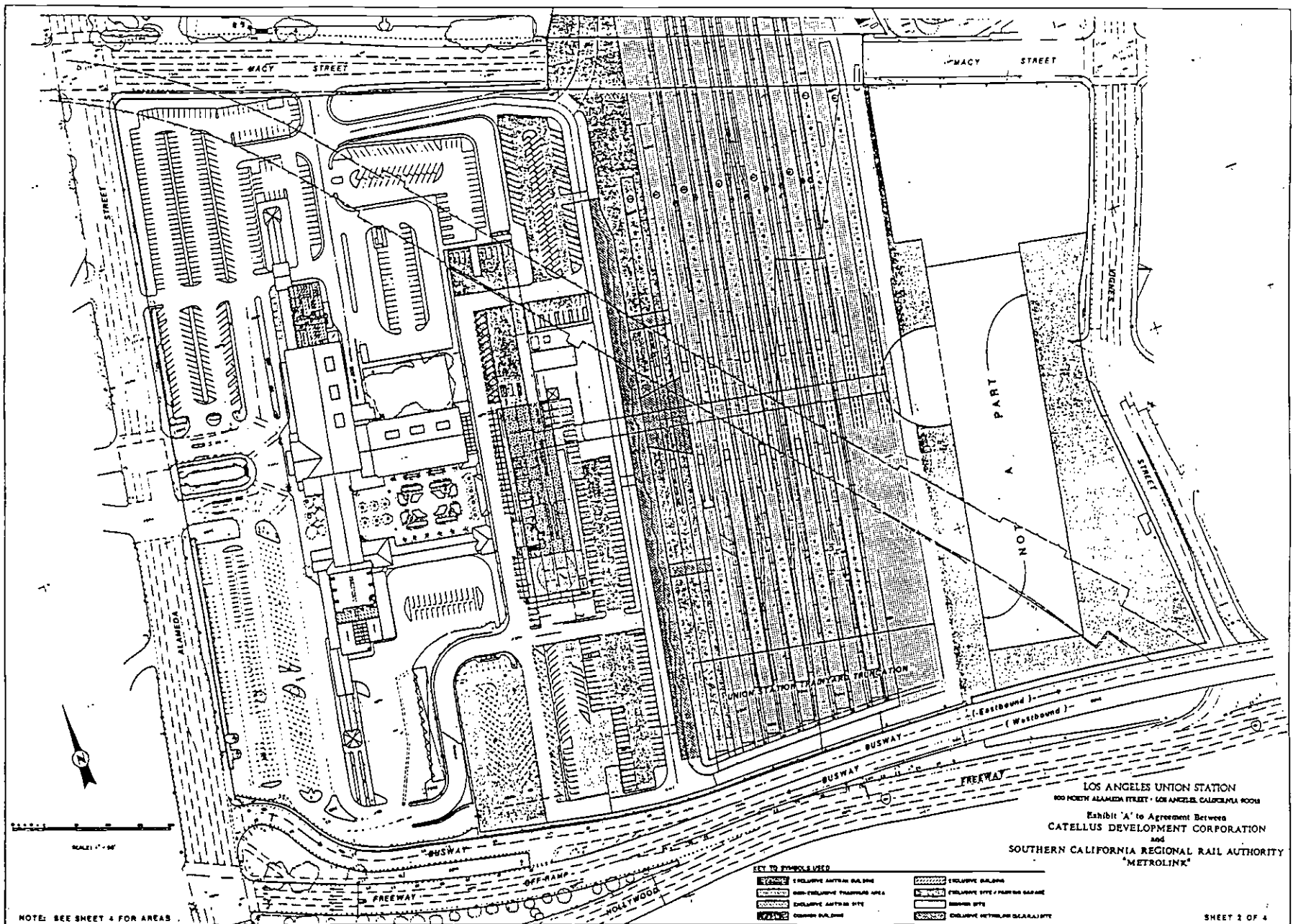
[Symbol]	EXCLUSIVE AIRPORT BUILDING	[Symbol]	EXCLUSIVE BUILDING
[Symbol]	NON-EXCLUSIVE TRANSFER AREA	[Symbol]	EXCLUSIVE SITE + MOVING BARBER
[Symbol]	EXCLUSIVE AIRPORT SITE	[Symbol]	SHARED SITE
[Symbol]	SHARED BUILDING	[Symbol]	EXCLUSIVE METRO, INC. (L2AAA) SITE

LOS ANGELES UNION STATION  
 800 NORTH ALAMEDA STREET - LOS ANGELES, CALIFORNIA 90011  
 Exhibit 'A' to Agreement Between  
 CATELLUS DEVELOPMENT CORPORATION  
 and  
 SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
 "METROLINK"



NOTE: SEE SHEET 4 FOR AREAS

SHEET 3 OF 4



LOS ANGELES UNION STATION  
 800 NORTH ALAMEDA STREET - LOS ANGELES, CALIFORNIA 90018  
 Exhibit 'A' to Agreement Between  
 CATELLUS DEVELOPMENT CORPORATION  
 and  
 SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
 "METROLINK"

KEY TO SYMBOLS USED

[Hatched pattern]	EXCLUSIVE AUTOMOBILE GARAGE	[Dotted pattern]	EXCLUSIVE BALCONY
[Cross-hatched pattern]	NON-EXCLUSIVE TRANSFER AREA	[Stippled pattern]	EXCLUSIVE SITE / PARKING GARAGE
[Diagonal lines]	EXCLUSIVE AUTOMOBILE SITE	[Horizontal lines]	COMMON SITE
[Vertical lines]	COMMON BUILDING	[Wavy lines]	EXCLUSIVE METROLINK (SIGNAL) SITE

NOTE: SEE SHEET 4 FOR AREAS

SHEET 2 OF 4

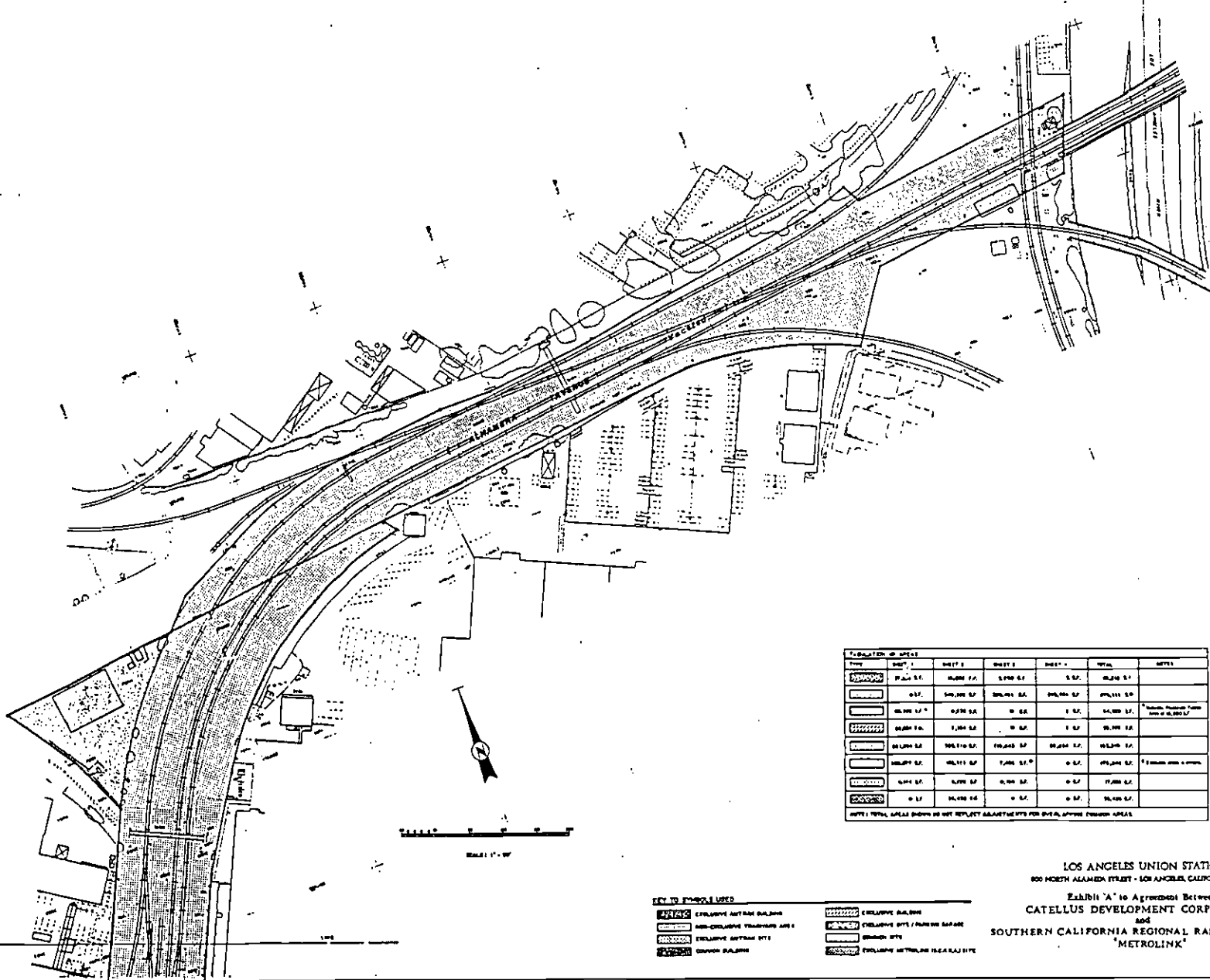


TABLE 1 - SUMMARY OF AREAS

TYPE	SHEET 1	SHEET 2	SHEET 3	SHEET 4	TOTAL	NOTES
EXCLUSIVE METROLINK	17,250 S.F.	16,000 S.F.	1,700 S.F.	0 S.F.	34,950 S.F.	
EXCLUSIVE	0 S.F.	540,000 S.F.	281,000 S.F.	246,000 S.F.	1,067,000 S.F.	
EXCLUSIVE METROLINK	16,000 S.F.	0 S.F.	0 S.F.	1 S.F.	16,001 S.F.	1 Includes Proposed Future Area of 16,000 S.F.
EXCLUSIVE	16,000 S.F.	1,000 S.F.	0 S.F.	1 S.F.	17,001 S.F.	
EXCLUSIVE	16,000 S.F.	16,000 S.F.	16,000 S.F.	16,000 S.F.	64,000 S.F.	
EXCLUSIVE METROLINK	16,000 S.F.	16,000 S.F.	1,000 S.F.	0 S.F.	33,000 S.F.	1 Includes Area of 1,000 S.F.
EXCLUSIVE	16,000 S.F.	16,000 S.F.	16,000 S.F.	0 S.F.	48,000 S.F.	
EXCLUSIVE	0 S.F.	16,000 S.F.	0 S.F.	0 S.F.	16,000 S.F.	
EXCLUSIVE	0 S.F.	16,000 S.F.	0 S.F.	0 S.F.	16,000 S.F.	

NOTE: TOTAL AREAS SHOWN DO NOT NECESSARILY REPRESENT TOTAL AREAS OF THE PROJECT.

KEY TO SYMBOLS USED

	EXCLUSIVE METROLINK		EXCLUSIVE
	NON-EXCLUSIVE		EXCLUSIVE METROLINK
	EXCLUSIVE METROLINK		EXCLUSIVE
	COMMON BUILDING		EXCLUSIVE METROLINK

LOS ANGELES UNION STATION  
 800 NORTH ALAMEDA STREET - LOS ANGELES, CALIFORNIA 90012

Exhibit 'A' is Agreed Upon Between  
 CATELLUS DEVELOPMENT CORPORATION  
 and  
 SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
 "METROLINK"



COMMON AREA EXPENSES

[See one (1) page Exhibit C-1 and  
one (1) page Exhibit C-2 attached hereto]

**UNION STATION: 10/26/92 - 12/31/92 "ESTIMATED" COMMON AREA EXPENSES  
AS ALLOCATED TO: EXTERIOR, INTERIOR AND PASSENGER TUNNEL**

	(429,000 SQ.FT.)	(49,000 SQ.FT.)	(16,000 SQ.FT.)	(494,000 SQ.FT.)
EXPENSE ACCOUNT DESCRIPTION:	EXTERIOR EXPENSES (73.75%)	INTERIOR EXPENSES (20%)	PASSENGER TUNNEL (6.25%)	TOTAL EXPENSES (100%)
1. BUILDING MAINTENANCE (TILE, WALLS, CEILINGS, FURNITURE, MISC.)	N/A	\$5,102	\$344	\$5,506
2. ELECTRICAL REPAIRS (LIGHT FIXTURES, WIRING, MISC.)	\$2,000	713	181	\$2,897
3. ELECTRICAL SUPPLIES	2,000	713	181	\$2,897
4. HVAC REPAIR	N/A	2,753	N/A	\$2,753
5. HVAC SUPPLIES	N/A	917	N/A	\$917
6. PLUMBING	N/A	7,709	N/A	\$7,709
7. SEWERS/DRAINS	954	N/A	N/A	\$954
8. ROOFS/SKYLIGHTS/EXPANSION JOINTS/WEATHERPROOFING	1,284	752	N/A	\$2,038
9. JANITORIAL CONTRACT	7,428	36,712	2,942	\$47,082
10. JANITORIAL SUPPLIES	550	2,030	171	\$2,751
11. JANITORIAL MISC.	367	1,353	114	\$1,834
12. ROADWAY REPAIRS (SLURRY, STRIPPING, SIGNS, MISC.)	4,405	N/A	N/A	\$4,405
13. DECORATING	1,101	1,101	N/A	\$2,202
14. KEYS/LOCKS	N/A	550	N/A	\$550
15. FLOOR MAINTENANCE/REPAIR	550	2,030	171	\$2,751
16. LANDSCAPE	13,400	N/A	N/A	\$13,400
17. PAINTING/GRAFFITI (EXTERIOR & INTERIOR)	1,035	1,069	194	\$3,118
18. SWEEPING (EXTERIOR SITE & LOTS)	917	N/A	N/A	\$917
19. PEST CONTROL	367	1,101	N/A	\$1,468
20. TRASH SERVICE	2,581	2,581	344	\$5,506
21. SECURITY	14,891	4,038	1,261	\$20,190
22. INSURANCE: EARTHQUAKE	3,487	954	300	\$4,771
23. INSURANCE: ALL RISK	1,615	440	148	\$2,201
24. GAS	2,019	734	N/A	\$2,753
25. WATER	4,038	1,468	N/A	\$5,506
26. ELECTRICITY	6,975	1,909	660	\$9,544
27. PROPERTY TAXES	32,673	8,810	3,010	\$44,493

SUBTOTAL \$105,443 \$85,619 \$10,049 \$201,111

28. ADMINISTRATION COSTS (10% OF SUBTOTAL) 1,005 20,111  
 29. MANAGEMENT FEE (5% OF SUBTOTAL) 502 10,056  
 30. CONTINGENCY - EMERGENCY (5% OF SUBTOTAL) 502 10,056

GRAND TOTAL \$12,059 \$241,333

(A) GRAND TOTAL BACKING OUT RTD REIMBURSEMENT (\$241,333 - 1,808 = \$239,524) (A) \$239,524

31. RESERVE/REPLACEMENT (8% OF SUBTOTAL). AMTRAK RESPONSIBLE FOR 44% OF 8% (\$201,111 x 8% = \$16,088 x 44% = \$7,079) (B) \$7,079

NOTE: LACTC AND CATELLUS PERCENTAGE RESPONSIBILITY DEFERRED TO 1994 DUE TO CONTRIBUTIONS MADE TOWARDS CAPITAL ITEMS DURING 1992/1993

SCORRA

NOTE: RTD RESPONSIBLE FOR 15% OF TUNNEL EXPENSES \$12,059 x 15% = \$1,808  
 AMTRAK RESPONSIBLE FOR 44% OF TOTAL CAM EXPENSES (A) \$239,524 x 44% = \$105,390 + (B) \$7,079 = \$112,469  
 \* LACTC RESPONSIBLE FOR 45% OF TOTAL CAM EXPENSES: (A) \$239,524 x 45% = \$107,785  
 CATELLUS RESPONSIBLE FOR 11% OF TOTAL CAM EXPENSES: (A) \$239,524 x 11% = \$26,347

SCORRA

\* Not applicable from October 26, 1992 through October 25, 1993

**UNION STATION 1993 "ESTIMATED" COMMON AREA EXPENSES  
AS ALLOCATED TO: EXTERIOR, INTERIOR AND PASSENGER TUNNEL**

EXPENSE ACCOUNT DESCRIPTION:	(429,000 SQ.FT.)	(49,000 SQ.FT.)	(16,000 SQ.FT.)	(494,000 SQ.FT.)
	EXTERIOR EXPENSES (73.75%)	INTERIOR EXPENSES (20%)	PASSENGER TUNNEL (6.25%)	TOTAL EXPENSES (100%)
1. BUILDING MAINTENANCE (TILE, WALLS, CEILINGS, FURNITURE, MISC.)	N/A	\$28,125	\$1,875	\$30,000
2. ELECTRICAL REPAIRS (LIGHT FIXTURES, WIRING, MISC.)	\$10,915	3,895	987	\$15,797
3. ELECTRICAL SUPPLIES	10,915	3,895	987	\$15,797
4. HVAC REPAIR	N/A	15,000	N/A	\$15,000
5. HVAC SUPPLIES	N/A	5,000	N/A	\$5,000
6. PLUMBING	N/A	42,000	N/A	\$42,000
7. SEWERS/DRAINS	5,200	N/A	N/A	\$5,200
8. ROOFS/SKYLIGHTS/EXPANSION JOINTS/WEATHERPROOFING	7,000	4,100	N/A	\$11,100
9. JANITORIAL CONTRACT	40,469	200,000	16,031	\$256,500
10. JANITORIAL SUPPLIES	3,000	11,062	937	\$14,999
11. JANITORIAL MISC.	2,000	7,375	625	\$10,000
12. ROADWAY REPAIRS (SLURRY, STRIPPING, SIGNS, MISC.)	24,000	N/A	N/A	\$24,000
13. DECORATING	6,000	6,000	N/A	\$12,000
14. KEYS/LOCKS	N/A	3,000	N/A	\$3,000
15. FLOOR MAINTENANCE/REPAIR	3,000	11,062	937	\$14,999
16. LANDSCAPE	73,000	N/A	N/A	\$73,000
17. PAINTING/GRAFFITI (EXTERIOR & INTERIOR)	10,000	5,937	1,062	\$16,999
18. SWEEPING (EXTERIOR SITE & LOTS)	5,000	N/A	N/A	\$5,000
19. PEST CONTROL	2,000	6,000	N/A	\$8,000
20. TRASH SERVICE	14,062	14,062	1,875	\$29,999
21. SECURITY	81,125	22,000	6,875	\$110,000
22. INSURANCE: EARTHQUAKE	19,000	5,200	1,800	\$26,000
23. INSURANCE: ALL RISK	8,800	2,400	800	\$12,000
24. GAS	11,000	4,000	N/A	\$15,000
25. WATER	22,000	8,000	N/A	\$30,000
26. ELECTRICITY	38,000	10,400	3,600	\$52,000
27. PROPERTY TAXES	178,000	48,000	16,400	\$242,400
<b>SUBTOTAL</b>	<b>\$574,486</b>	<b>\$466,493</b>	<b>\$54,791</b>	<b>\$1,095,770</b>
28. ADMINISTRATION COSTS (10% OF SUBTOTAL)			5,479	109,577
29. MANAGEMENT FEE (5% OF SUBTOTAL)			2,740	54,789
30. CONTINGENCY - EMERGENCY (5% OF SUBTOTAL)			2,740	54,789
<b>GRAND TOTAL</b>			<b>\$65,749</b>	<b>\$1,314,924</b>
(A) GRAND TOTAL BACKING OUT RTD REIMBURSEMENT (\$1,314,924 - \$9,862 = \$1,305,061)				(A) \$1,305,061
31. RESERVE/REPLACEMENT (8% OF SUBTOTAL). AMTRAK RESPONSIBLE FOR 44% OF 8% (\$1,095,770 x 8% = \$87,662 x 44% = \$38,571)				(B) \$38,571

NOTE: LACTC AND CATELUS PERCENTAGE RESPONSIBILITY DEFERRED TO 1994 DUE TO CONTRIBUTIONS MADE TOWARDS CAPITAL ITEMS DURING 1992/1993

*/SCARRA*

NOTE: RTD RESPONSIBLE FOR 15% OF TUNNEL EXPENSES \$65,749 x 15% = \$9,862  
 AMTRAK RESPONSIBLE FOR 44% OF TOTAL CAM EXPENSES (A) \$1,305,061 x 44% = \$574,227 + (B) \$38,571 = \$612,798  
 \* LACTC RESPONSIBLE FOR 45% OF TOTAL CAM EXPENSES: (A) \$1,305,061 x 45% = \$587,277  
 CATELUS RESPONSIBLE FOR 11% OF TOTAL CAM EXPENSES: (A) \$1,305,061 x 11% = \$143,556

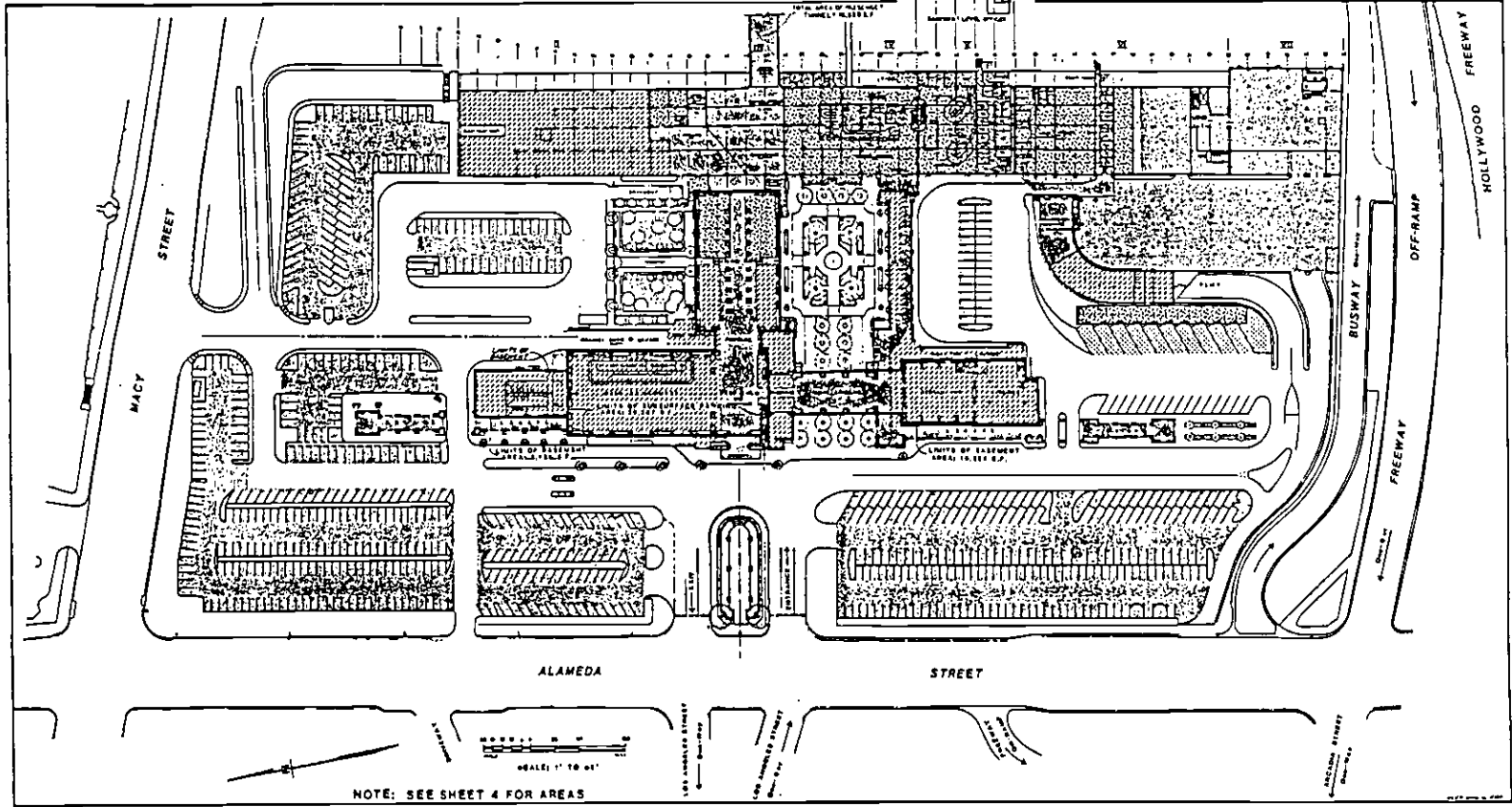
*/SCARRA*

\* Not applicable from October 26, 1992 through October 25, 1993

EXCLUSIVE AREA

[See four (4) pages of maps attached hereto]

SEE SHEET 2 OF 4



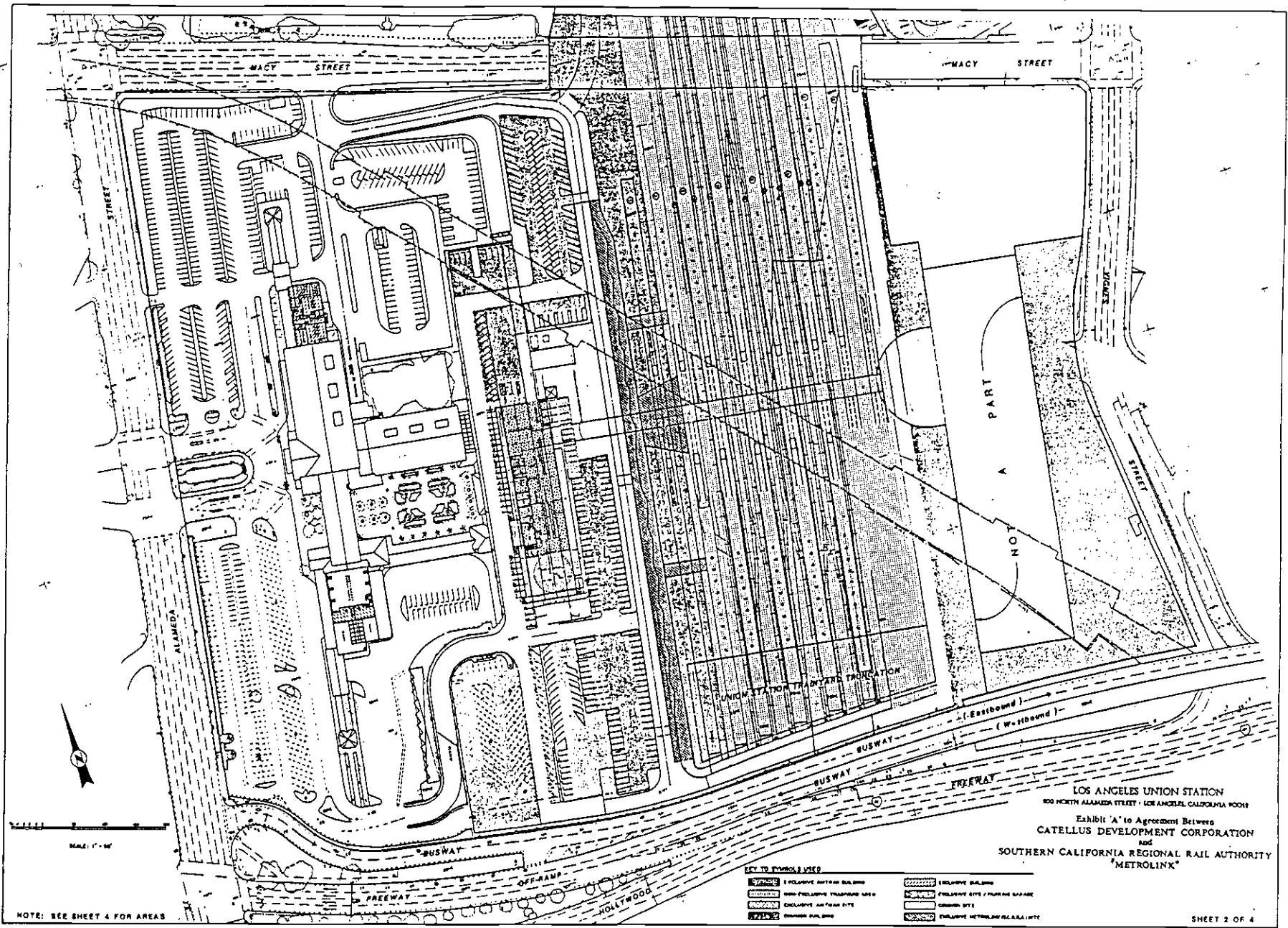
NOTE: SEE SHEET 4 FOR AREAS

KEY TO SYMBOLS USED

	EXCLUSIVE AMTRAK BUILDING		EXCLUSIVE BUILDING
	NON-EXCLUSIVE TRUCKING AREA		EXCLUSIVE SITE / PARKING GARAGE
	EXCLUSIVE AMTRAK SITE		COMMON SITE
	COMMON BUILDING		LIMITS OF BASEMENT/UNDERGROUND
	EXCLUSIVE METROLINK/STATION SITE		

LOS ANGELES UNION STATION  
 100 NORTH ALAMEDA STREET - LOS ANGELES, CALIFORNIA 90012

Exhibit 'A' to Agreement Between  
 CATELLUS DEVELOPMENT CORPORATION  
 and  
 SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
 "METROLINK"



NOTE: SEE SHEET 4 FOR AREAS

KEY TO SYMBOLS USED

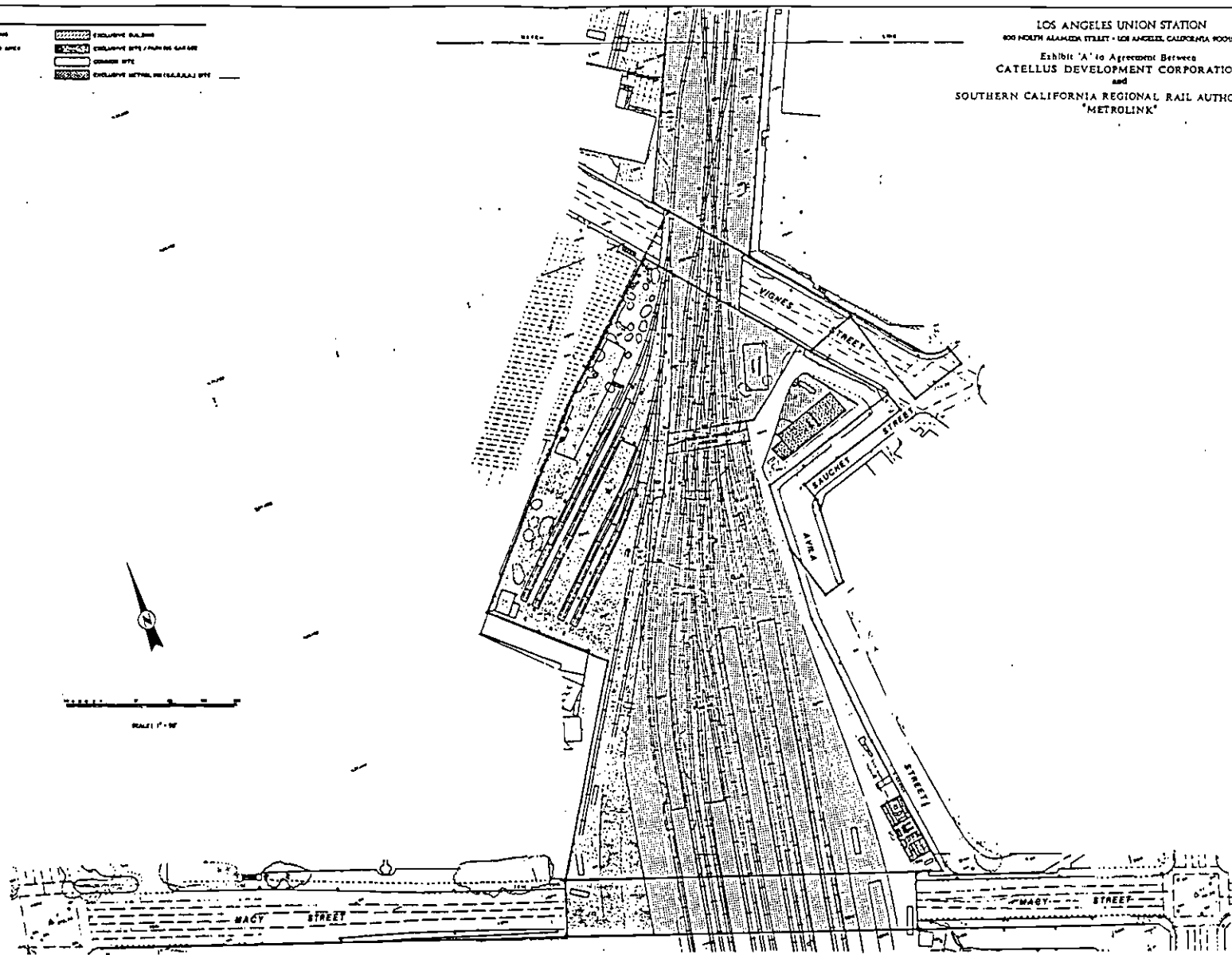
[Symbol]	EXCLUSIVE AIRPORT BUILDING	[Symbol]	EXCLUSIVE BUILDING
[Symbol]	NON-EXCLUSIVE TRAINING AREA	[Symbol]	EXCLUSIVE SITE / PLANNING OFFICE
[Symbol]	EXCLUSIVE AIRPORT SITE	[Symbol]	GRANDED SITE
[Symbol]	GRANDED BUILDING	[Symbol]	EXCLUSIVE METROLINK AIRRAIL SITE

LOS ANGELES UNION STATION  
 800 NORTH ALAMEDA STREET • LOS ANGELES, CALIFORNIA 90018  
 Exhibit 'A' to Agreement Between  
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 and  
 SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
 "METROLINK"

KEY TO SYMBOLS USED

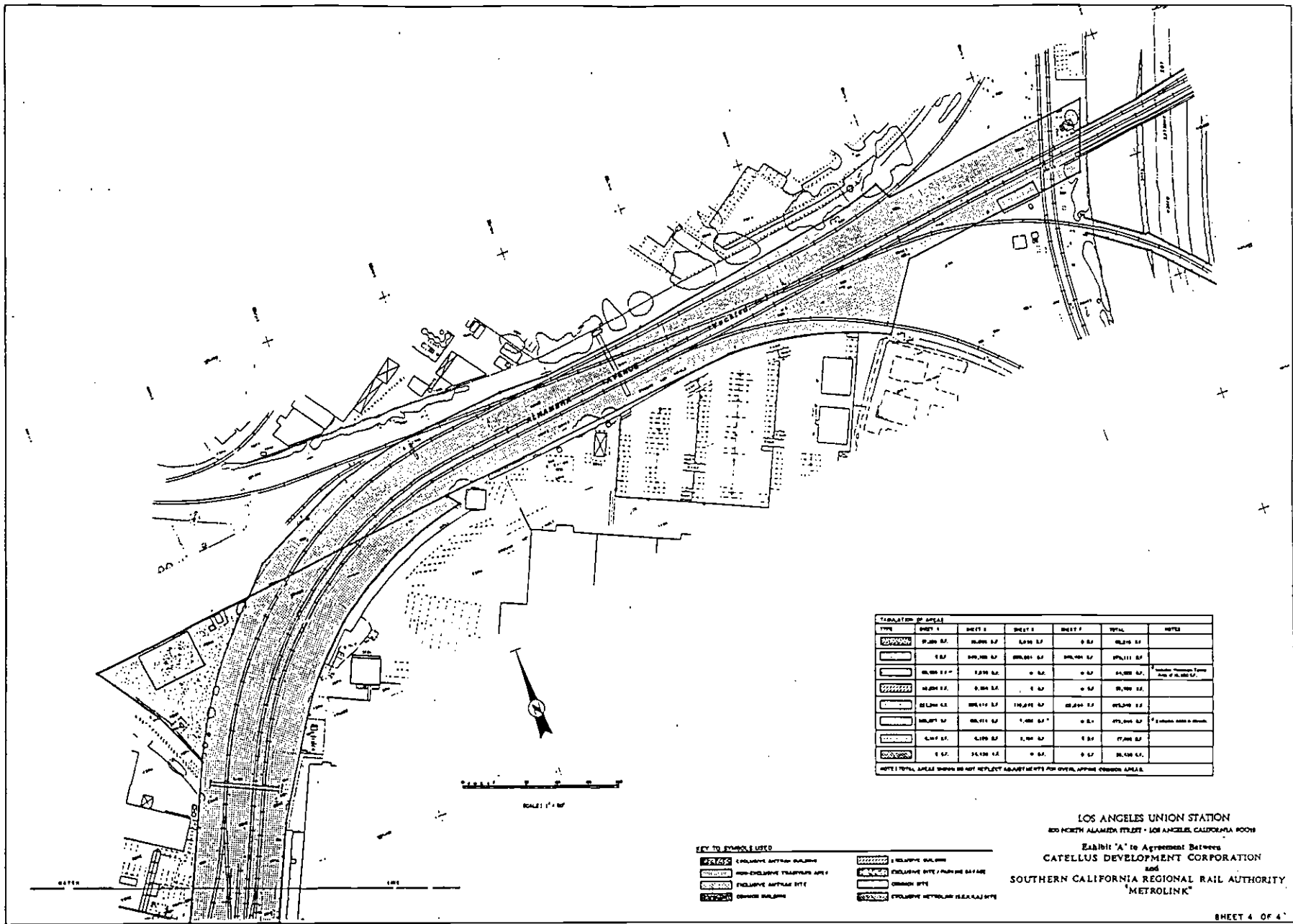
	EXCLUSIVE APARTMENT BUILDING		EXCLUSIVE BUILDING
	NON-EXCLUSIVE TRADING SPACE		EXCLUSIVE SITE / PARKING GARAGE
	EXCLUSIVE APARTMENT SITE		CONCRETE SITE
	COMMON BUILDING		EXCLUSIVE APARTMENT / COMMON BUILDING SITE

LOS ANGELES UNION STATION  
 800 NORTH ALAMOGA STREET - LOS ANGELES, CALIFORNIA 90018  
 Exhibit 'A' to Agreement Between  
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 and  
 SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
 "METROLINK"



.NOTE: SEE SHEET 4 FOR AREAS

SHEET 3 OF 4



Tabulation of Areas

TYPE	SHEET 1	SHEET 2	SHEET 3	SHEET 4	TOTAL	NOTES
EXCLUSIVE METROLINK BUILDING	0.000 S.F.	10,000 S.F.	0.000 S.F.	0.000 S.F.	10,000 S.F.	
EXCLUSIVE	0.000 S.F.	100,000 S.F.	100,000 S.F.	100,000 S.F.	300,000 S.F.	
NON-EXCLUSIVE TRANSIT/RAIL APPL	10,000 S.F.	0.000 S.F.	0.000 S.F.	0.000 S.F.	10,000 S.F.	Includes "Transfer Tower Area of 10,000 S.F."
EXCLUSIVE AIRRAIL SITE	0.000 S.F.	0.000 S.F.	0.000 S.F.	0.000 S.F.	0.000 S.F.	
COMMON BUILDING	10,000 S.F.	100,000 S.F.	100,000 S.F.	10,000 S.F.	320,000 S.F.	
EXCLUSIVE SITE / PLANNED AIRRAIL	10,000 S.F.	10,000 S.F.	1,000 S.F.	0.000 S.F.	21,000 S.F.	Includes 10,000 S.F. of Common Area
COMMON SITE	0.000 S.F.	0.000 S.F.	0.000 S.F.	0.000 S.F.	0.000 S.F.	
EXCLUSIVE METROLINK TRANSIT APPL	0.000 S.F.	0.000 S.F.	0.000 S.F.	0.000 S.F.	0.000 S.F.	
TOTAL	10,000 S.F.	110,000 S.F.	110,000 S.F.	10,000 S.F.	340,000 S.F.	

NOTE: TOTAL AREAS SHOWN DO NOT REFLECT ADJUSTMENTS FOR OVERLAPPING COMMON AREAS.

- KEY TO SYMBOLS USED
- EXCLUSIVE AIRRAIL BUILDING
  - NON-EXCLUSIVE TRANSIT/RAIL APPL
  - EXCLUSIVE AIRRAIL SITE
  - COMMON BUILDING
  - EXCLUSIVE BUILDING
  - EXCLUSIVE SITE / PLANNED AIRRAIL
  - COMMON SITE
  - EXCLUSIVE METROLINK TRANSIT APPL

LOS ANGELES UNION STATION  
 800 NORTH ALAMEDA STREET - LOS ANGELES, CALIFORNIA 90012  
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 and  
 SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
 "METROLINK"



EXCLUSIVE AREA EXPENSES

[See one (1) page Exhibit E attached hereto]

EXHIBIT E

**UNION STATION: 10/26/92 - 12/31/92 AND 1993 \*ESTIMATED\* COMMON AREA EXPENSES  
AS ALLOCATED TO THE METROLINK BUS PLAZA - 40,000 SQUARE FEET AREA.**

EXPENSE ACCOUNT DESCRIPTION	10/26/92 - 12/31/92 ESTIMATED COSTS	1993 ESTIMATED COSTS	TOTAL EXPENSES
1. ELECTRICAL SUPPLIES/REPAIRS	\$ 200	\$ 2,000	\$ 2,200
2. POWER SWEEPING	\$ 900	\$ 5,400	\$ 6,300
3. SECURITY	\$ 1,500	\$ 9,000	\$ 10,500
3. LANDSCAPE MAINTENANCE	\$ 600	\$ 3,600	\$ 4,200
4. SIDEWALK/PAVEMENT REPAIRS	\$ 100	\$ 2,000	\$ 2,100
5. ELECTRICITY	\$ 600	\$ 3,600	\$ 4,200
6. INSURANCE- ALL RISK	\$ 161	\$ 971	\$ 1,132
7. PROPERTY TAXES	\$ 3,271	\$ 19,627	\$ 22,898
<b>SUB TOTAL</b>	<b>\$ 7,332</b>	<b>\$ 46,198</b>	<b>\$ 53,530</b>
8. ADMIN. COSTS (10% OF SUB TOTAL)	\$ 733	\$ 4,620	\$ 5,353
9. MGT. FEE (5% OF SUB TOTAL)	\$ 367	\$ 2,310	\$ 2,677
<b>TOTAL</b>	<b>\$ 8,432</b>	<b>\$ 53,128</b>	<b>\$ 61,560</b>

NOTE: INITIAL EXPENSE ASSOCIATED WITH 10/26/92 - 12/31/92 REFLECTS MINIMAL COSTS DUE TO THE NEWNESS OF THE PARKING AREA AND SUPPORTING EQUIPMENT.  
1993 ESTIMATED COSTS ARE HIGHER ON A PER MONTH AVERAGE TO ACCRUE FOR REQUIRED REPLACEMENT/REPAIR ON ITEMS SUCH AS ELECTRICAL SUPPLIES & SIDEWALKS/PAVEMENT.

METROLINK COMMON AREA EQUIPMENT

- Ticket Vending Machines
- Dynamic Signage
- Fixed Signage
- Temporary Signage

METROLINK EXCLUSIVE AREA EQUIPMENT

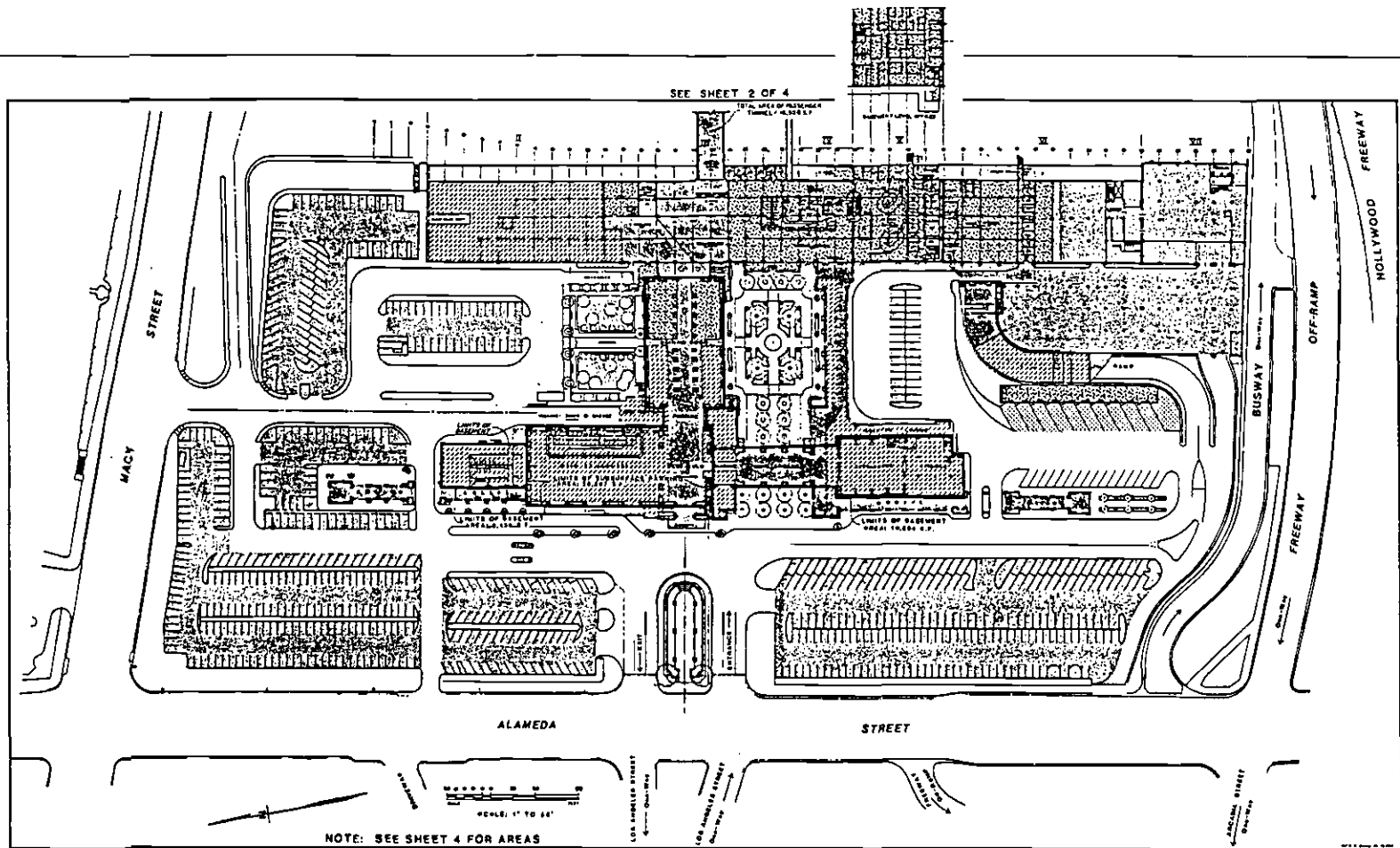
- Public Address System
- Ticket Vending Machines
- CCTV Monitors
- Fencing
- Signage

METROLINK TRAIN YARD EQUIPMENT

- Dynamic Signage
- Fixed Signage
- Temporary Signage
- Platform 2 Crosswalks
- Temporary Fencing between Platform 2 and Bus Plaza
- Temporary Kiosk Structure
- Temporary Landscaping
- Trash Receptacles
- Temporary Benches

TRAIN YARD

[See four (4) pages of maps attached hereto]

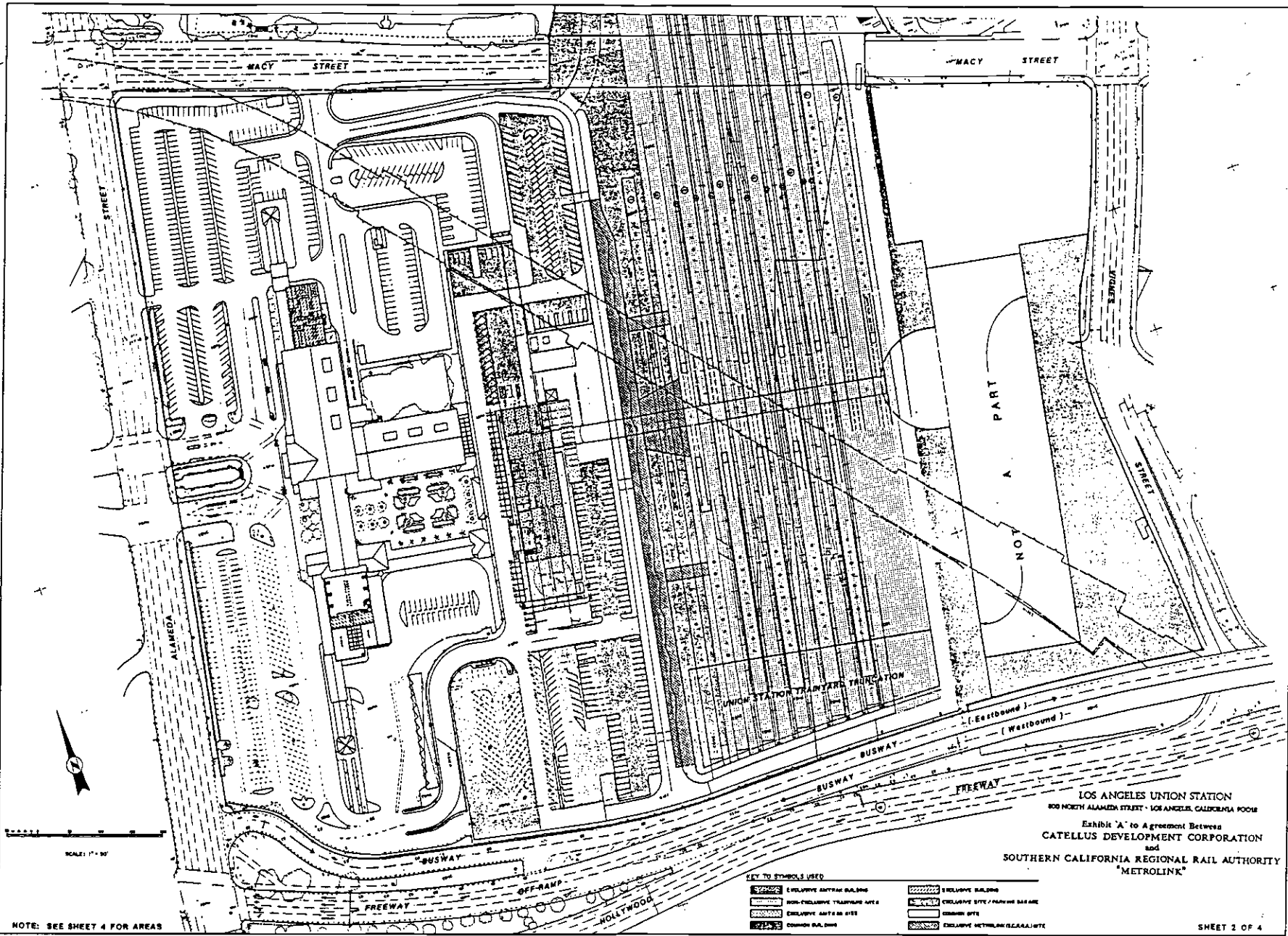


KEY TO SYMBOLS USED

[Symbol]	EXCLUSIVE AMTRAK BUILDING	[Symbol]	EXCLUSIVE BUILDING
[Symbol]	NON-EXCLUSIVE TRAINYARD AREA	[Symbol]	EXCLUSIVE SITE / PARKING GARAGE
[Symbol]	EXCLUSIVE AMTRAK SITE	[Symbol]	COMMON SITE
[Symbol]	COMMON BUILDING	[Symbol]	LIMITS OF EASEMENT / BOUNDARY
[Symbol]	EXCLUSIVE METROLINK / RAIL SITE		

LOS ANGELES UNION STATION  
 800 NORTH ALAMEDA STREET - LOS ANGELES, CALIFORNIA 90018

Exhibit 'A' to Agreement Between  
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 SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
 "METROLINK"



MACY STREET

MACY STREET

ALAMEDA

PART A

STREET

UNION STATION TRANSIT FACILITIES

BUSWAY (Eastbound) (Westbound)

BUSWAY

FREEWAY

LOS ANGELES UNION STATION  
800 NORTH ALAMEDA STREET - LOS ANGELES, CALIFORNIA 90018

Exhibit 'A' to a Agreement Between  
CATELLUS DEVELOPMENT CORPORATION

and  
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
"METROLINK"

SCALE: 1" = 80'

NOTE: SEE SHEET 4 FOR AREAS

KEY TO SYMBOLS USED

[Symbol]	EXCLUSIVE ENTRANCE BUILDING	[Symbol]	EXCLUSIVE BUILDING
[Symbol]	NON-EXCLUSIVE TRANSITWAY AREA	[Symbol]	EXCLUSIVE SITE / PARKING GARAGE
[Symbol]	EXCLUSIVE AREA IN SITE	[Symbol]	COMMON SITE
[Symbol]	COMMON BUILDING	[Symbol]	EXCLUSIVE METROLINK (S.C.R.A.) SITE

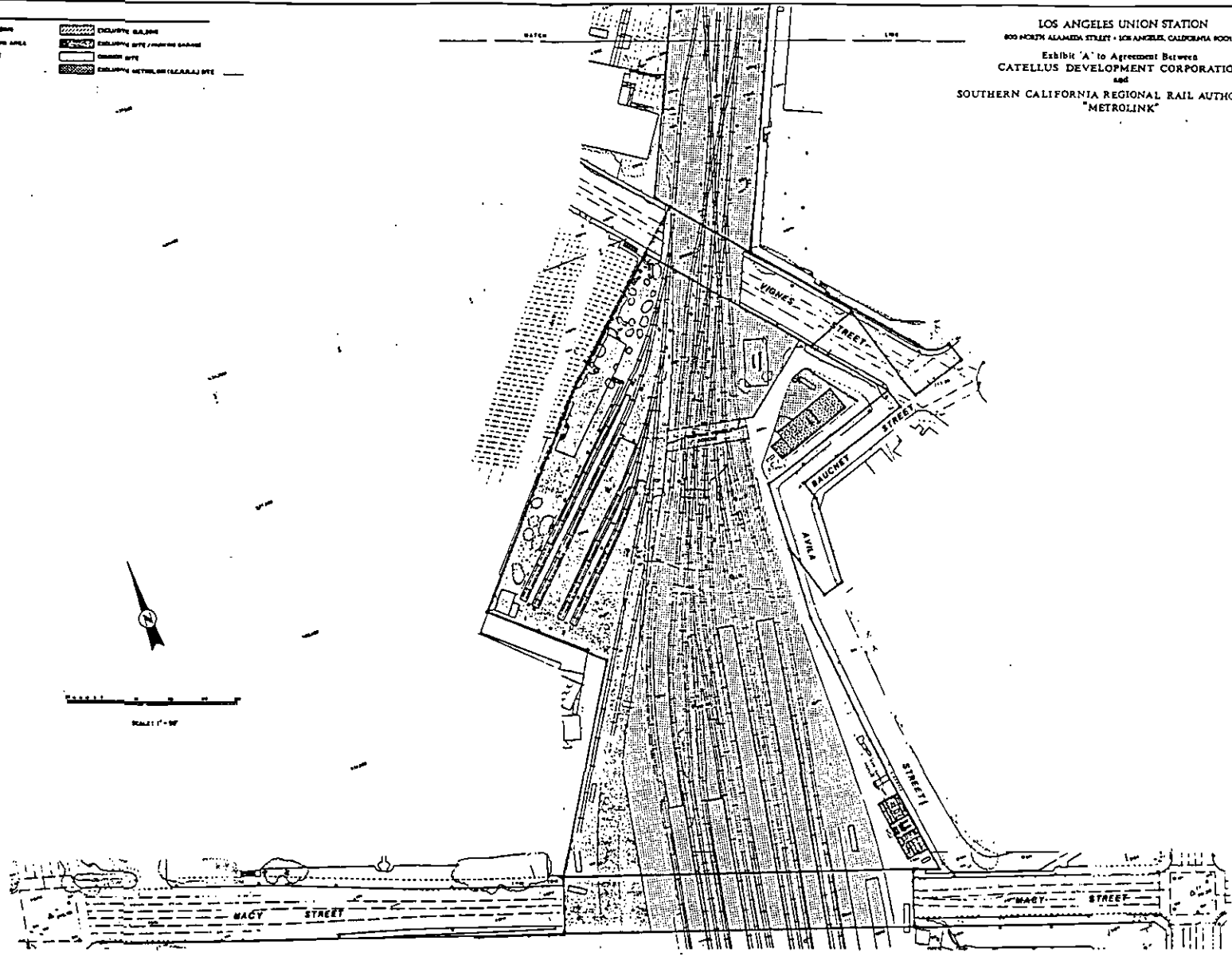
SHEET 1 OF 4



KEY TO SYMBOLS USED

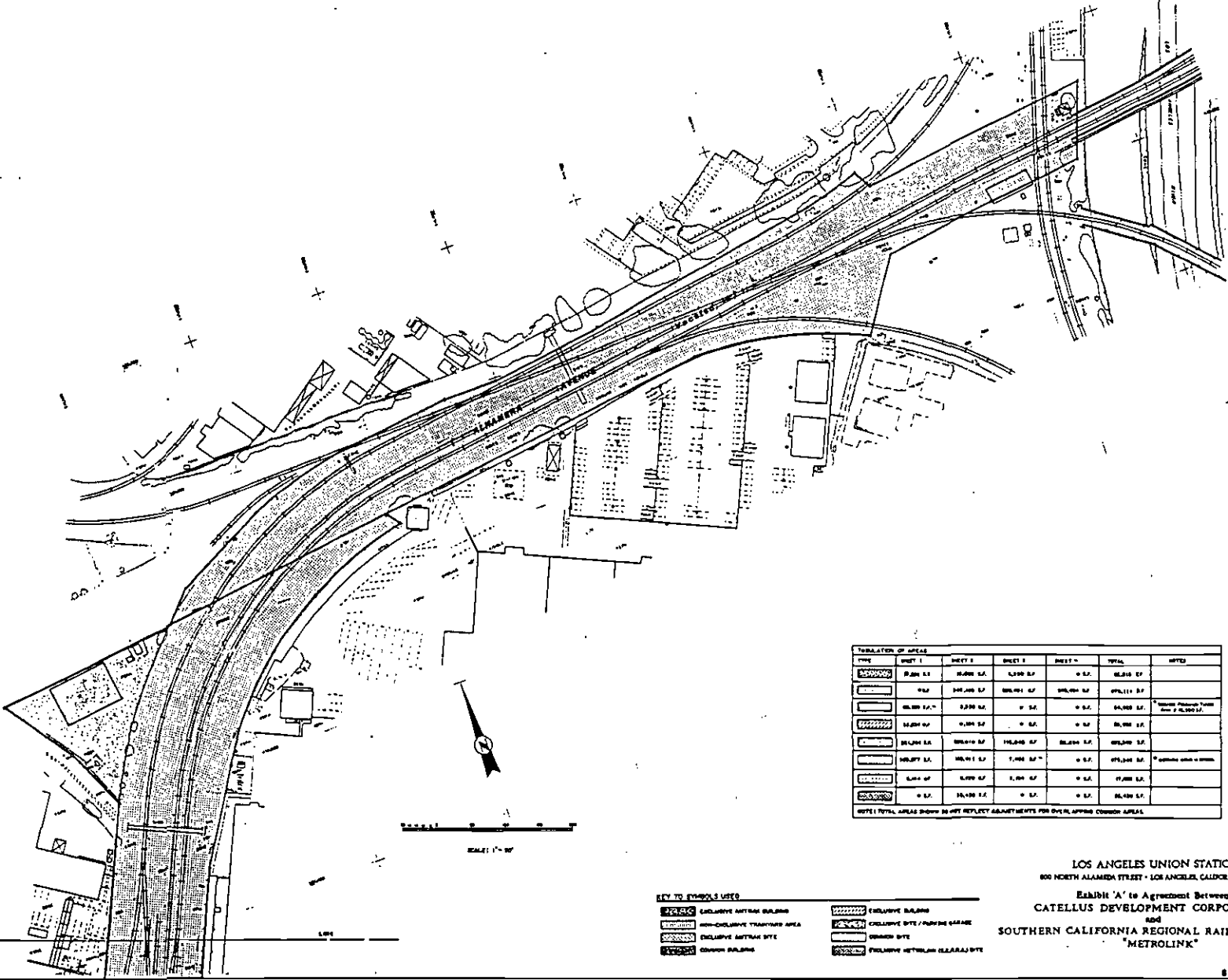
	EXCLUSIVE AIRTRAM RAILROAD		EXCLUSIVE RAILROAD
	NON-EXCLUSIVE TRANSFER AREA		EXCLUSIVE SITE / RAILROAD GARAGE
	EXCLUSIVE AIRTRAM SITE		OWNER SITE
	OWNER RAILROAD		EXCLUSIVE METROLINK (S.A.R.A.) SITE

LOS ANGELES UNION STATION  
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 "METROLINK"



NOTE: SEE SHEET 4 FOR AREAS

SHEET 3 OF 4



TABULATION OF AREAS						
TYPE	SHEET 1	SHEET 2	SHEET 3	SHEET 4	TOTAL	NOTED
[Symbol]	8,200 S.F.	8,000 S.F.	4,500 S.F.	0 S.F.	20,700 S.F.	
[Symbol]	750	207,200 S.F.	80,000 S.F.	80,000 S.F.	462,950 S.F.	
[Symbol]	80,000 S.F.	8,200 S.F.	0 S.F.	0 S.F.	88,200 S.F.	
[Symbol]	14,000 S.F.	0 S.F.	0 S.F.	0 S.F.	14,000 S.F.	
[Symbol]	80,000 S.F.	80,000 S.F.	10,000 S.F.	80,000 S.F.	250,000 S.F.	
[Symbol]	80,000 S.F.	80,000 S.F.	7,000 S.F.	0 S.F.	167,000 S.F.	* Common Area = 80,000 S.F.
[Symbol]	0 S.F.	0 S.F.	7,000 S.F.	0 S.F.	7,000 S.F.	
[Symbol]	0 S.F.	26,400 S.F.	0 S.F.	0 S.F.	26,400 S.F.	

NOTES: TOTAL AREAS SHOWN DO NOT REFLECT ADJUSTMENTS FOR OVERLAPPING COMMON AREAS.

KEY TO SYMBOLS USED

[Symbol]	EXCLUSIVE ARCHIVE BUILDING	[Symbol]	EXCLUSIVE BUILDING
[Symbol]	EXCLUSIVE TRANSIT AREA	[Symbol]	EXCLUSIVE SITE / PARKING GARAGE
[Symbol]	EXCLUSIVE ARCHIVE SITE	[Symbol]	SHARED SITE
[Symbol]	COMMON BUILDING	[Symbol]	EXCLUSIVE METROLINK CLEARANCE SITE

LOS ANGELES UNION STATION  
 800 NORTH ALAMEDA STREET - LOS ANGELES, CALIFORNIA 90012  
 Exhibit 'A' to Agreement Between  
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 and  
**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**  
 "METROLINK"

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1863

June 29, 1992

1 UNION STATION SITE NOT INCLUDED WITHIN GATEWAY PROJECT PARCEL 7 (CONTINUED)

2 POINT OF BEGINNING.

3 PARCEL 8:

4 THAT PORTION OF THE CITY LANDS, IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA,  
5 AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN  
6 THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING THAT PORTION OF DATE  
7 STREET (FORMERLY KNOWN AS LOVERS LANE 40.00 FEET WIDE) AS NOW ESTABLISHED BY THE  
8 CITY ENGINEER OF SAID CITY, NOW VACATED BY THE CITY OF LOS ANGELES ORDINANCE NO.  
9 B7332 ON FILE IN THE CITY CLERKS OFFICE OF SAID CITY, MORE PARTICULARLY DESCRIBED  
10 AS A WHOLE AS FOLLOWS:

11 LYING BETWEEN A HORIZONTAL PLANE LOCATED AT THE SPRINGING LINE OF VIGNES STREET  
12 SUBWAY STRUCTURES, AS SHOWN ON PLANS NOS. D-4322 AND D-4323 ON FILE IN THE OFFICE  
13 OF THE CITY ENGINEER OF SAID CITY OF LOS ANGELES, SAID SPRINGING LINE BEING  
14 LOCATED AT AN ELEVATION OF 282.66 FEET ABOVE THE OFFICIAL DATUM PLANE OF SAID CITY  
15 OF LOS ANGELES ADOPTED JULY 1, 1925, BY ORDINANCE NO. 52.222, AND A HORIZONTAL  
16 PLANE AT AN ELEVATION OF 329 FEET ABOVE SAID OFFICIAL DATUM PLANE INCLUDED WITHIN  
17 THE VERTICAL PROJECTIONS OF THE HEREINAFTER DESCRIBED BOUNDARIES EXCEPTING THAT  
18 SPACE BETWEEN SAID HORIZONTAL PLANE AT ELEVATION 282.66 FEET AND THE SOFFIT OF  
19 SAID STRUCTURE, AS SHOWN ON SAID PLANS:


20 SAID HEREINAFTER DESCRIBED PARCEL BEING ALL THAT PORTION OF DATE STREET INCLUDED  
21 WITHIN PARCEL A DESCRIBED IN EASEMENT TO CITY OF LOS ANGELES RECORDED IN BOOK  
22 15200 PAGE 61 OFFICIAL RECORDS OF LOS ANGELES COUNTY.

23 PARCEL 9:

24 THOSE PORTIONS OF BLOCK D OF THOSE PORTIONS OF THE "SUBDIVISION OF THE ALISO  
25 TRACT", IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS  
26 PER MAP RECORDED IN BOOK 4 PAGES 12 AND 13 OF MISCELLANEOUS RECORDS, IN THE OFFICE  
27 OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

28 BEGINNING AT THE INTERSECTION OF A LINE THAT IS PARALLEL WITH AND A DISTANCE OF  
29 60.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) TO THE EASTERLY LINE OF LOT 9 IN  
30 SAID BLOCK D WITH THE NORTHERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 71955-1  
31 (AMENDED) IN THE FINAL ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES, COUNTY  
32 SUPERIOR COURT CASE NO. C416021, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11,  
1987, DOCUMENT NO. 87-366265 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY  
ALONG SAID PARALLEL LINE A DISTANCE OF 101.08 FEET TO A POINT; SAID POINT BEING  
DISTANT THEREON 10.00 FEET NORTHERLY FROM THE INTERSECTION OF SAID PARALLEL LINE  
WITH THE SOUTHERLY LINE OF LOT 11 IN SAID BLOCK D; THENCE SOUTHWESTERLY ALONG A  
DIRECT LINE TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 11, SAID LAST MENTIONED  
POINT BEING DISTANT THEREON 70.00 FEET FROM THE SOUTHEAST CORNER OF LOT 9 IN SAID  
BLOCK D; THENCE EASTERLY ALONG THE SOUTHERLY LINES OF SAID LOTS 9 AND 11, A  
DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTHERLY  
ALONG THE EASTERLY LINE OF SAID LOT 9 TO THE NORTHWESTERLY LINE OF SAID BLOCK D  
THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINES TO SAID HEREINABOVE MENTIONED  
PARALLEL LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.  
EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY  
LINE OF THE LAND DESCRIBED IN PARCEL 71779-1 OF INSTRUMENT NO. 88-422827 OF SAID OFFICIAL RECORDS.

NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT FOR USE IN  
THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISIONMAP  
ACT OF THE STATE OF CALIFORNIA.

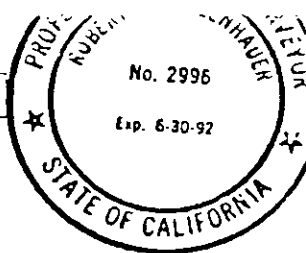
30   
31 Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION  
PREPARED BY RM  
CHECKED RM  
TYPED RM  
COMPALED RM  
JOB 15861

April 10, 1992

2



CATELLUS PROPERTY EASTERLY OF EXISTING VIGNES STREET

(PARCEL 2 OF CHICAGO TITLE REPORT NO. 9134042)

That portion of Lot 5 in Tract No. 10151, in the City of Los Angeles, in the County of Los Angeles, State of California, as per map recorded in Book 157 Pages 45 to 47 of Maps, in the office of the County Recorder of said County, described as follows:

Commencing at the most southerly corner of said Lot 5; thence along the southwesterly line of said Lot 5, North 48° 06' 12" West 30 feet to the most southerly corner of Vignes Street, as described in Parcel 1 in the deed to the City of Los Angeles, recorded December 28, 1945 as Instrument No. 1224 in Book 22651 Page 63, Official Records of said County; thence along the easterly line of said Vignes Street, North 21° 29' 13" East 56.08 feet to the point of tangency thereof with a curve concave easterly and having a radius of 50 feet; said point being the TRUE POINT OF BEGINNING; thence southerly along said curve, through a central angle of 69° 35' 25" an arc distance of 60.73 feet; thence tangent to said curve, South 48° 06' 12" East 4.27 feet to the southeasterly line of said Lot; thence northeasterly along said southeasterly line to the most southerly corner of the land described in the deed to Gustave Renaldo and wife, recorded October 7, 1944 as Instrument No. 10 in Book 21295 Page 399, Official Records of said County; thence northwesterly along the southwesterly line of said deed 175.95 feet to the easterly boundary of Vignes Street as described in said Parcel 1, in deed to the City of Los Angeles; thence southerly along said easterly boundary to the TRUE POINT OF BEGINNING.

Containing 31,187 square feet

NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

*Robert L. Mollenhauer*

Robert L. Mollenhauer, PLS No. 2996

THIS DESCRIPTION  
PREPARED BY ZURIS  
CHECKED MZJ  
TYPED GP  
COMPARED MZJ

Revised March 6, 1992

PARCEL A AFTER ADJUSTMENT

1 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila  
2 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of  
3 California, as per map recorded in Book 34, Page 90 of Miscellaneous  
4 Records, in the office of the County Recorder of said County; that portion  
5 of Lot 4 of Tract No. 10151, in said City, County and State, as per map  
6 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
7 Office; those portions of Block "D" of the Subdivision of the Aliso Tract,  
8 in said City, County and State, as per map recorded in Book 4, Pages 12  
9 and 13 of said Miscellaneous Records; and those portions of City Lands, in  
10 said City, County and State, as per map recorded in Book 2, Pages 504 and  
11 505 of said Miscellaneous Records, described as a whole as follows:

12  
13 Commencing at the intersection of the easterly prolongation of the  
14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
15 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;  
16 thence along said prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the  
17 northerly terminus of that certain course having a bearing and distance of  
18 "South  $18^{\circ} 56' 50''$  West 3.00 feet" in the land as described in Parcel 3 of  
19 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in  
20 Book 14076, Page 324 of Official Records, in said office of the County  
21 Recorder; thence along a westerly and southerly lines of said Parcel 3  
22 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ} 09' 27''$  East 10.86 feet to  
23 the TRUE POINT OF BEGINNING; thence along a line parallel with the  
24 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
25 Tract No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58'$   
26  $59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 137.50 feet; thence  
27 North  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve  
28 concave southeasterly and having a radius of 80.00 feet; thence  
29 southwesterly along said curve through a central angle of  $47^{\circ} 25' 50''$  an  
30 arc distance of 66.23 feet to a line parallel with and distant 58.92 feet  
31  
32

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

2 westerly, measured at right angles, from the southerly prolongation of  
3 that certain course described above as having a bearing and distance of  
4 "South 10° 01' 01" West 137.50 feet"; thence along said parallel line  
5 South 10° 01' 01" West 108.24 feet to the beginning of a non-tangent curve  
6 concave northeasterly and having a radius of 80.00 feet, said curve being  
7 tangent at its easterly terminus to a line parallel with and distant  
8 160.00 feet southerly, measured along said last mentioned southerly  
9 prolongation, from that certain course described above as having a bearing  
10 and distance of "North 79° 58' 59" West 19.25 feet", said easterly  
11 terminus being distant 19.25 feet westerly along said parallel line from  
12 the intersection of said parallel line with said southerly prolongation;  
13 thence southeasterly along said last mentioned curve, through a central  
14 angle of 47° 25' 50" an arc distance of 66.23 feet to said easterly  
15 terminus; thence tangent to said curve along said last mentioned parallel  
16 line South 79° 58' 59" East 19.25 feet to said southerly prolongation;  
17 thence continuing along said southerly prolongation South 10° 01' 01" West  
18 427.65 feet to a point in the westerly prolongation of the northerly line  
19 of the land as described in Parcel 71779-1, in the Final Order of  
20 Condemnation entered in Los Angeles County Superior Court Case No.  
21 C447627, a certified copy of which was recorded March 29, 1988, as  
22 Instrument No. 88-422827 of said Official Records, said westerly  
23 prolongation being a curve concave southerly and having a radius of  
24 4340.00 feet, a radial of said curve to said point having a bearing of  
25 North 04° 27' 10" East; thence westerly along said curve, through a  
26 central angle of 00° 32' 36" an arc distance of 41.16 feet to the westerly  
27 line of the land as described in the deed to the City of Los Angeles,  
28 recorded April 12, 1937, in Book 14861, Page 261 of said Official Records;  
29 thence along said westerly line South 08° 49' 27" West 9.93 feet to the  
30 northeasterly corner of the land as described in Parcel 71955-1 (Amended)  
31 in the Final Order of Condemnation entered in Los Angeles County Superior  
32

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411 West Fifth Street, Los Angeles, California 90013


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Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

2 Court Case No. C416021, a certified copy of which was recorded March 11,  
3 1987, as Instrument No. 87-366265 of said Official Records; thence  
4 westerly along the northerly line of said Parcel 71955-1(Amended), being a  
5 curve concave southerly and having a radius of 4330.00 feet, from a radial  
6 bearing North  $03^{\circ} 53' 26''$  East to said northeasterly corner, through a  
7 central angle of  $03^{\circ} 19' 55''$  an arc distance of 251.81 feet to an  
8 intersection with the most southerly west line of said Lot 4 of Tract No.  
9 10151 or its southerly prolongation; thence along said last mentioned  
10 prolongation and/or along said most southerly west line North  $12^{\circ} 45' 41''$   
11 East 382.05 feet to an angle point in the westerly boundary of said Lot 4;  
12 thence continuing along the westerly boundary of said Lot 4 North  $10^{\circ} 26'$   
13  $24''$  East 175.31 feet to an angle point in said westerly boundary; thence  
14 continuing along said westerly boundary North  $18^{\circ} 43' 18''$  East 225.62 feet  
15 to the northwesterly corner of said Lot 4; thence along the most northerly  
16 line of said Lot 4 and its easterly prolongation South  $70^{\circ} 38' 57''$  East  
17 67.99 feet to the southerly prolongation of said centerline of Avila  
18 Street; thence along said prolongation and said centerline North  $26^{\circ} 25'$   
19  $23''$  East 276.76 feet to the easterly prolongation of the northerly line of  
20 said Lot "A" of Tract No. 10151, said last mentioned northerly line being  
21 the southerly line of Macy Street, 80 feet wide, as shown on the map of  
22 said Tract No. 10151; thence along said last mentioned prolongation South  
23  $71^{\circ} 09' 27''$  East 30.26 feet to the northwesterly line of Lot 5 of said  
24 Subdivision of a Part of the Estate of Ynuario Avila Dec'd, said  
25 northwesterly line being the southeasterly line of said Avila Street, 60  
26 feet wide, as shown on the map of said Tract No. 10151; thence along said  
27 northwesterly line North  $26^{\circ} 25' 23''$  East 20.41 feet to the northwesterly  
28 corner of said Lot 5; thence along the northerly line of said Lot 5 South  
29  $71^{\circ} 09' 27''$  East 10.65 feet to an intersection with the northerly  
30 prolongation of that certain course having a bearing of South  $10^{\circ} 01' 01''$   
31 West which passes through the TRUE POINT OF BEGINNING; thence along said  
32

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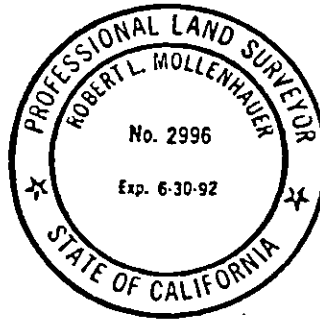
Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

2 prolongation South  $10^{\circ} 01' 01''$  West 33.63 feet to said TRUE POINT OF  
3 BEGINNING.

4  
5 Containing 214,037 square feet

6  
7  
8 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
9 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
10 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.



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22 Robert L. Mollenhauer, PLS No. 2996

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29  
30 THIS DESCRIPTION  
PREPARED BY RLM  
CHECKED RLM  
TYPED RLM  
COMPALED RLM





Revised June 15, 1992

## PARCEL B AFTER ADJUSTMENT

1 Those portions of the Subdivision of a Part of the Estate of Ymario Avila  
2 Dec'd, in the City of Los Angeles, in the County of Los Angeles, State of  
3 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,  
4 in the office of the County Recorder of said County; those portions of Lots 4  
5 and 5 of Tract No. 10151, in said City, County and State, as per map recorded  
6 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office; those  
7 portions of Blocks "C" and "D" of the Subdivision of the Aliso Tract, in said  
8 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said  
9 Miscellaneous Records; those portions of the Subdivision of the Ballesteros  
10 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,  
11 Pages 505 and 506 of said Miscellaneous Records; and those portions of City  
12 Lands, in said City, County and State, as per map recorded in Book 2, Pages 504  
13 and 505 of said Miscellaneous Records, described as a whole as follows:

14  
15 Commencing at the intersection of the easterly prolongation of the southerly  
16 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,  
17 60 feet wide, as shown on the map of said Tract No. 10151; thence along said  
18 prolongation South  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of  
19 that certain course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West  
20 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the  
21 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official  
22 Records, in said office of the County Recorder; thence along a westerly and  
23 southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and South  $71^{\circ}$   
24  $09' 27''$  East 10.86 feet; thence along a line parallel with the centerline of  
25 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
26 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet;  
27 thence South  $10^{\circ} 01' 01''$  West 45.00 feet to Point "A" for purposes of this  
28 description; thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01'$   
29  $01''$  East 13.75 feet to the TRUE POINT OF BEGINNING; thence South  $79^{\circ} 58' 59''$   
30 East 109.89 feet to a point in the westerly line of the land as described in  
31 Parcel 1 of the deed to the City of Los Angeles recorded December 28, 1945, in  
32 Book 22651, Page 63 of Official Records, in said office of the County Recorder,

Revised June 15, 1992

PARCEL B AFTER ADJUSTMENT (CONTINUED)

1 being a curve concave westerly and having a radius of 1000.00 feet, a  
2 radial of said curve to said point having a bearing of South 65° 11' 07"  
3 East; thence southerly along said curve, through a central angle of 04°  
4 46' 57" an arc distance of 83.47 feet to an intersection with a line  
5 parallel with and distant 90 feet westerly, measured at right angles, from  
6 the easterly line of said Parcel 1 of the last mentioned deed to the City  
7 of Los Angeles; thence along said parallel line South 21° 29' 15" West  
8 28.23 feet to the beginning of a tangent curve concave easterly and having  
9 a radius of 400.00 feet, said curve being tangent at its southerly  
10 terminus to the northerly prolongation of that certain course having a  
11 bearing and distance of "North 05° 09' 26" West 83.12 feet" in the  
12 easterly line of the land as described in Parcel 1 of the deed to Maier  
13 Brewing Co., recorded August 14, 1964, as Instrument No. 5697, in Book  
14 D2591, Page 55 of said Official Records; thence southerly along said last  
15 mentioned curve, through a central angle of 26° 38' 24" an arc distance of  
16 185.98 feet to said northerly prolongation; thence along said  
17 prolongation South 05° 09' 09" East 187.29 feet to the southerly terminus  
18 of said certain course; thence continuing along the easterly line of said  
19 Parcel 1 of the deed to Maier Brewing Co., South 04° 59' 28" East 209.00  
20 feet to the northeasterly corner of the land as described in Parcel 71780  
21 (Amended) in the Final Order of Condemnation entered in Los Angeles County  
22 Superior Court Case No. C447627, a certified copy of which was recorded  
23 March 29, 1988, as Instrument No. 88-422827 of said Official Records;  
24 thence westerly along the northerly line of said Parcel 71780 (Amended)  
25 being a curve concave southerly and having a radius of 4340.00 feet, from  
26 a radial bearing North 08° 55' 59" East to said northeasterly corner,  
27 through a central angle of 04° 28' 49" an arc distance of 339.35 feet to a  
28 line bearing South 10° 01' 01" West from said hereinbefore described Point  
29 "A"; thence along said last mentioned line North 10° 01' 01" East 63.32  
30 feet to a point distant 616.83 feet southerly along said last mentioned line  
31  
32

Revised June 15, 1992

1 PARCEL B AFTER ADJUSTMENT (CONTINUED)  
2 from said Point "A"; thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence  
3 North  $10^{\circ} 01' 01''$  East 630.58 feet to the TRUE POINT OF BEGINNING.  
4  
5 EXCEPTING THEREFROM the interest of the State of California that would  
6 pass with legal conveyance of the land as described in Parcel 2 (Amended)  
7 in the Final Order of Condemnation entered in Los Angeles County Superior  
8 Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in  
9 Book 51718, Page 358 of Official Records of said County.  
10  
11 Containing 85,293 square feet.

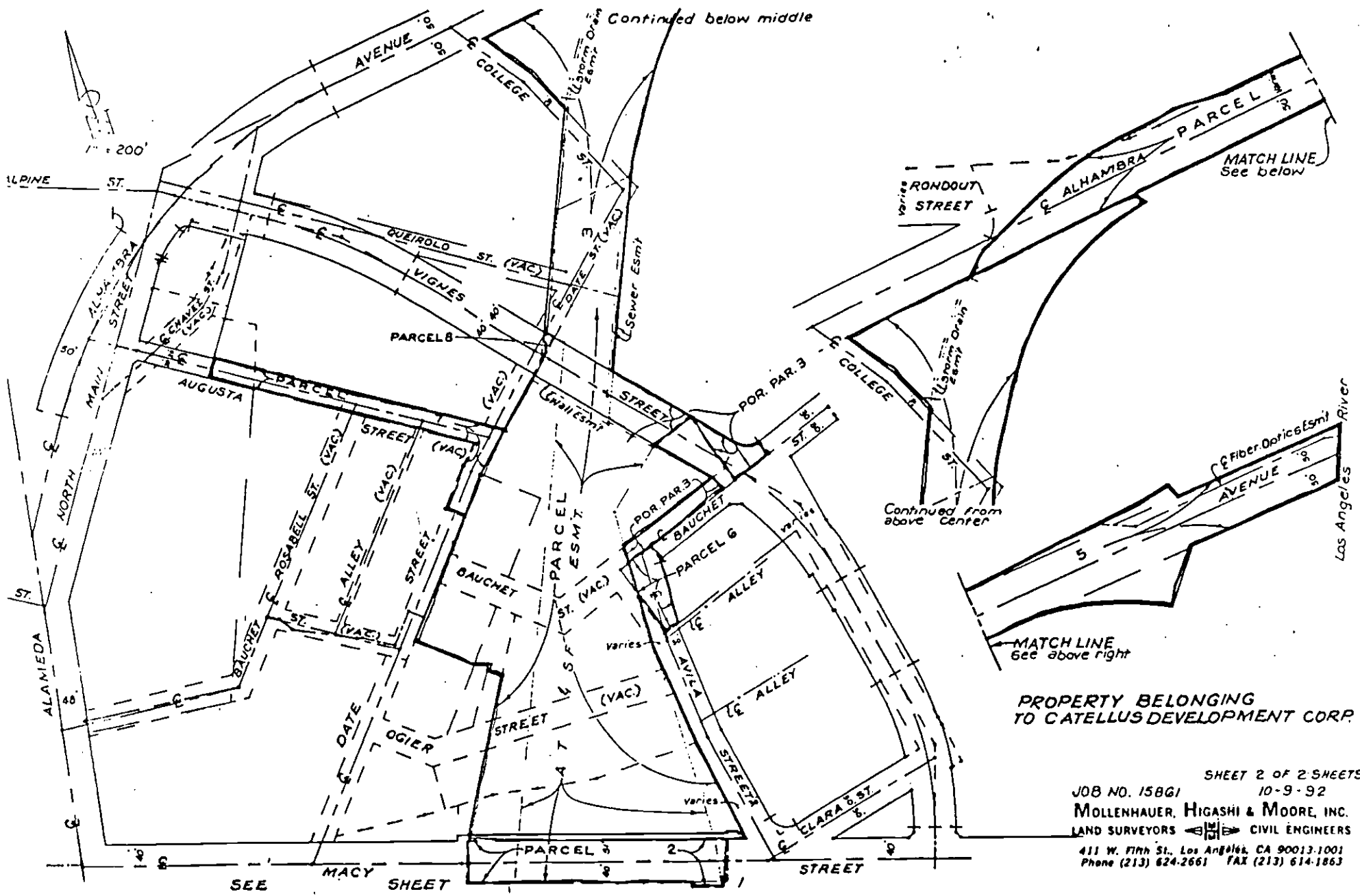
12  
13  
14  
15 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
16 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
17 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.  
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25 Robert L. Mollenhauer  
26

27 Robert L. Mollenhauer, PLS No. 2996  
28  
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30 THIS DESCRIPTION  
PREPARED BY MLM  
31 CHECKED MLM  
TYPED JD  
32 COMPARED MLM



Continued below middle

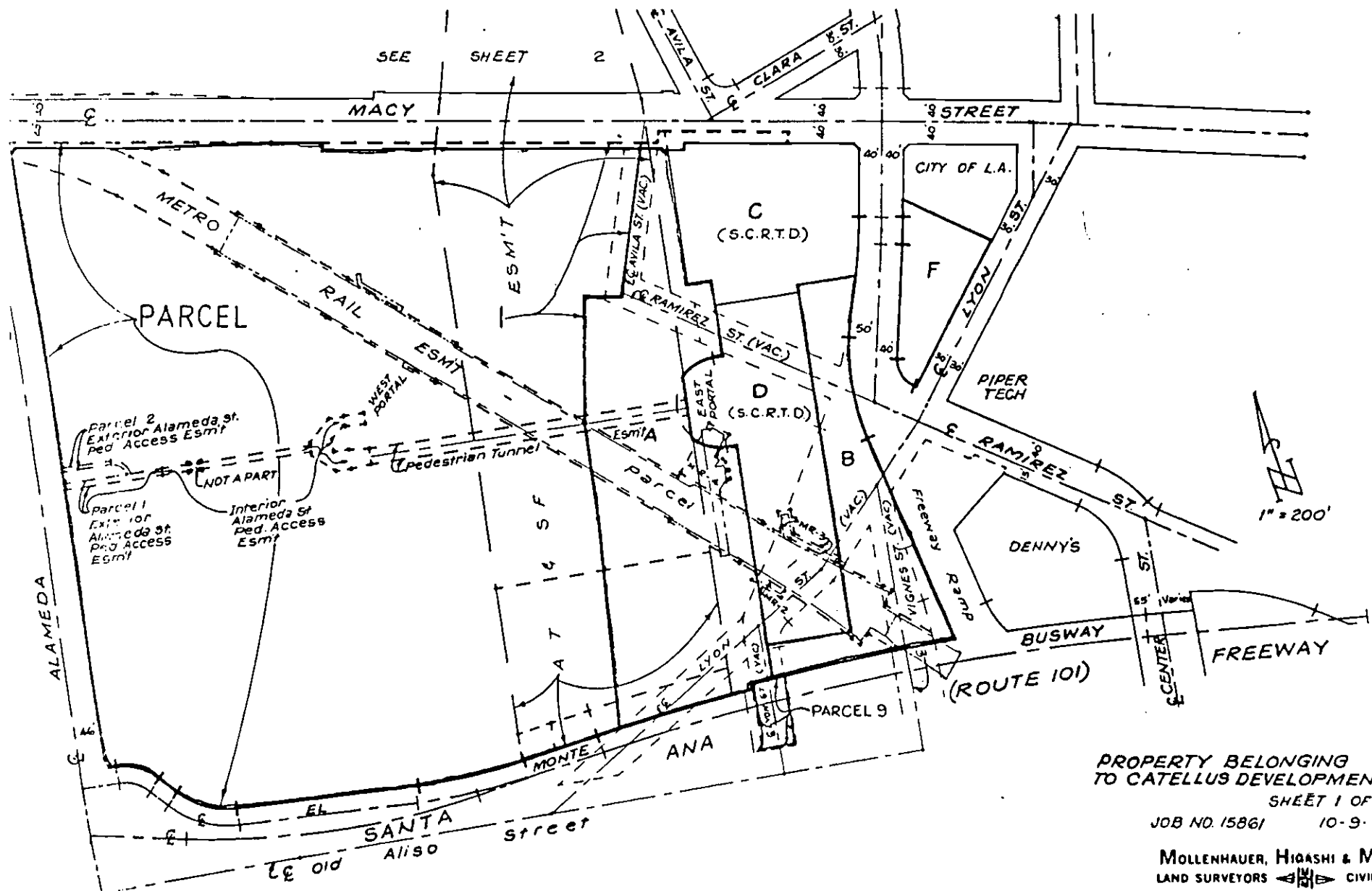
MATCH LINE  
See below

MATCH LINE  
See above right

PROPERTY BELONGING  
TO CATELLUS DEVELOPMENT CORP.

SEE MACY SHEET

SHEET 2 OF 2 SHEETS  
 JOB NO. 15861 10-9-92  
 MOLLENHAUER, HIGASHI & MOORE, INC.  
 LAND SURVEYORS & CIVIL ENGINEERS  
 411 W. Fifth St., Los Angeles, CA 90013-1001  
 Phone (213) 624-2661 FAX (213) 614-1863



PROPERTY BELONGING TO CAPELLUS DEVELOPMENT CORP.

SHEET 1 OF 2 SHEETS

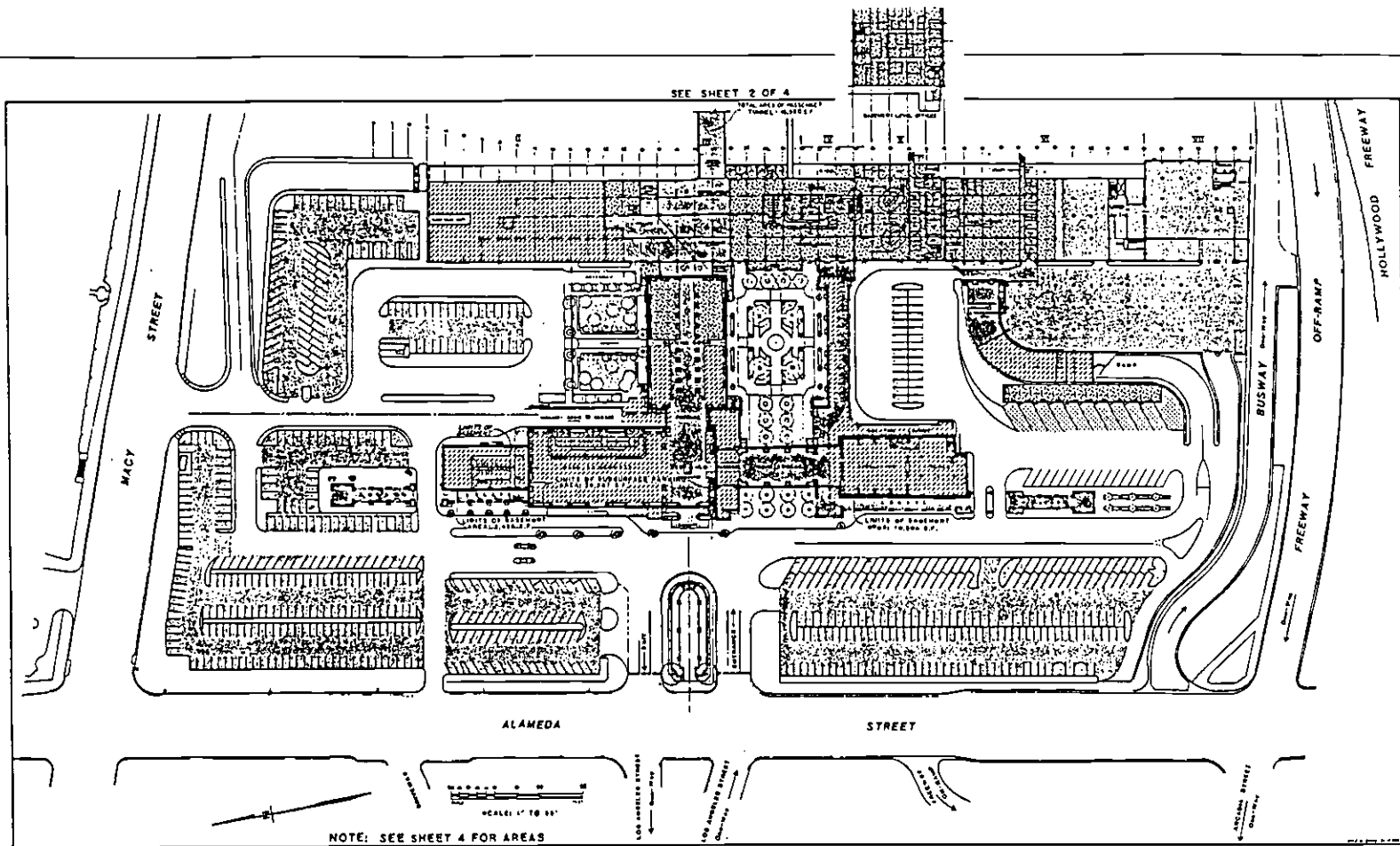
JOB NO. 1586/ 10-9-92

MOLLENHAUER, HIGASHI & MOORE, INC.  
LAND SURVEYORS & CIVIL ENGINEERS

411 W. Fifth St., Los Angeles, CA 90013-1001  
Phone (213) 624-2661 FAX (213) 614-1863

COMMON AREA

[See four (4) pages of maps attached hereto]



**KEY TO SYMBOLS USED**

- |                     |                                |                     |                                       |
|---------------------|--------------------------------|---------------------|---------------------------------------|
| [Hatched pattern 1] | EXCLUSIVE AMTRAK BUILDING      | [Hatched pattern 2] | EXCLUSIVE BUILDING                    |
| [Hatched pattern 3] | NON-EXCLUSIVE TRANSFER AREA    | [Hatched pattern 4] | EXCLUSIVE SITE / PARKING GARAGE       |
| [Hatched pattern 5] | EXCLUSIVE AMTRAK SITE          | [Hatched pattern 6] | COMMON SITE                           |
| [Hatched pattern 7] | COMMON BUILDING                | [Solid line]        | LIMITS OF BASEMENT/SUBSURFACE MARKING |
| [Hatched pattern 8] | EXCLUSIVE METROLINK/SCRAN SITE |                     |                                       |

**LOS ANGELES UNION STATION**  
 800 NORTH ALAMEDA STREET · LOS ANGELES, CALIFORNIA 90018  
 Exhibit 'A' to Agreement Between  
**CATELLUS DEVELOPMENT CORPORATION**  
 and  
**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**  
 "METROLINK"

TRAIN YARD EXPENSES

- Real estate taxes and assessments.
- Property insurance.



COSTS WHICH DO NOT QUALIFY AS COMMON AREA EXPENSES,  
EXCLUSIVE AREA EXPENSES OR TRAIN YARD EXPENSES

1. Repairs or other work occasioned by fire or other casualty, or by the exercise of the right of eminent domain, except to the extent of commercially reasonable insurance deductibles.
2. Leasing commissions, attorneys' fees, costs and disbursements, and other expenses incurred in connection with negotiations or disputes with other Station Users, tenants, occupants, or prospective tenants or occupants.
3. Costs (including permit, license and inspection costs) incurred in painting, decorating, redecorating, renovating or otherwise improving space for other Station Users, tenants, occupants, or prospective tenants or occupants, other than in the Common Area.
4. Costs of electricity and other utilities for which Metrolink directly contracts with a local public service company.
5. Costs separately billed by Catellus to Metrolink or any other Station User.
6. Expenses in connection with services or other benefits of a type which are not provided in the Common Area.
7. All items and services for which Metrolink or any other Station User reimburses Catellus (other than through an operating cost reimbursement provision identical or substantially similar to the provisions set forth in this Agreement).
8. All costs incurred by Catellus for alterations, repairs and replacements which by generally accepted accounting principles consistently applied should be capitalized (including without limitation capital improvements, capital repairs, capital equipment and capital tools), except for capital expenditures required by law or which are designed to result in a cost savings, in which case such expenditure shall be amortized over the useful life of the item and may be included as an Expense, provided that the amount charged in any Year as an Expense may not exceed the cost savings reasonably anticipated to be realized by the item (at the time the decision to incur such capital expenditure was made).
9. Any Expenses that would otherwise be payable by another Station User but for a limitation on the amount of such

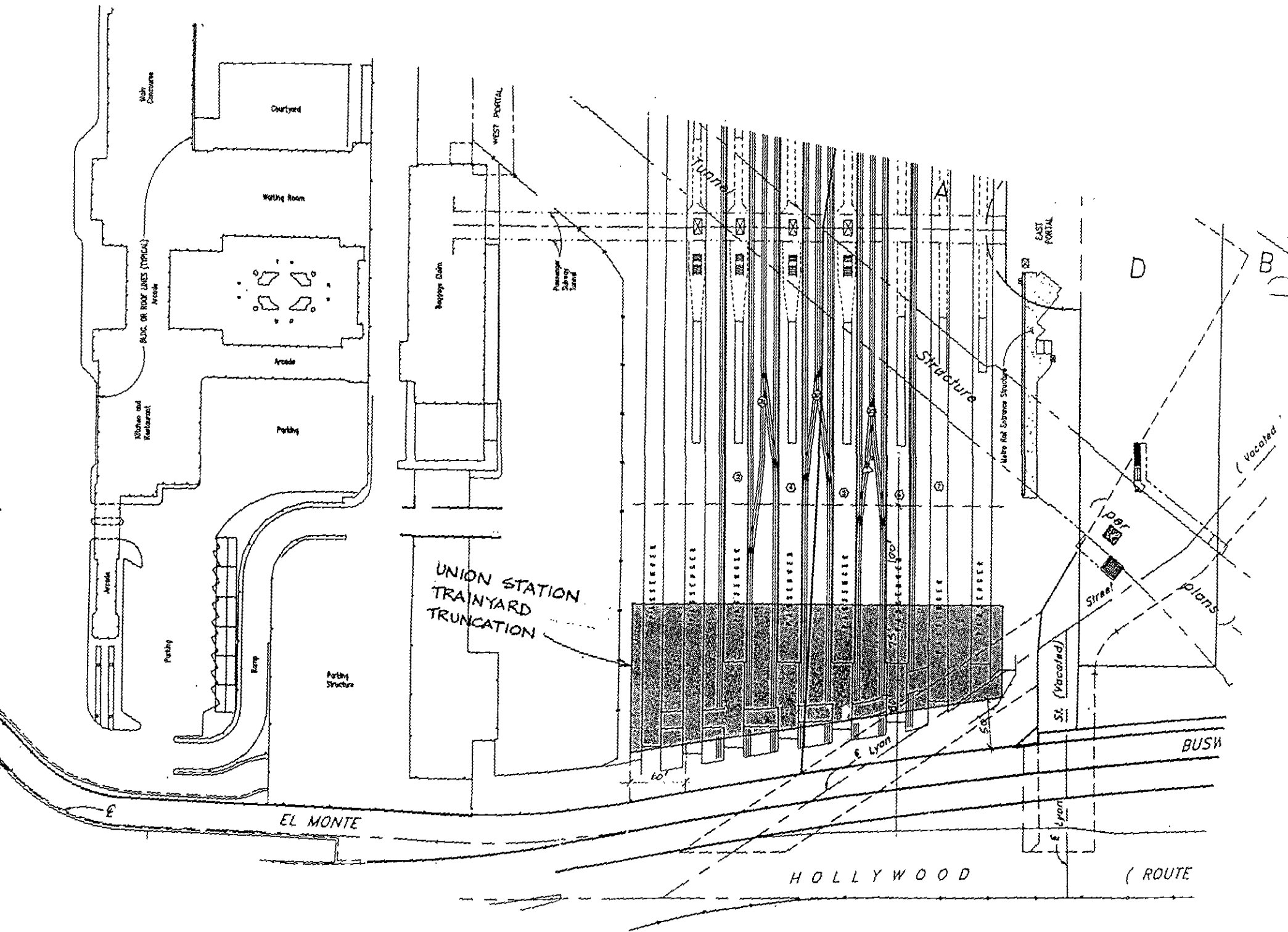
Expenses payable by such Station User contained in any agreement between such Station User and Catellus.

10. Any cost for depreciation and amortization except for permitted capital expenditures, as specifically noted above.
11. All costs incurred due to violation by Catellus or any Station User other than Metrolink of the terms and conditions of any lease or other agreement.
12. Any costs paid to Catellus, or its subsidiaries or affiliates, in excess of fair market costs.
13. Interest on debt or amortization payments on any mortgage or deed of trust, and rental payments on any ground lease or underlying lease.
14. Catellus' general overhead and administrative expense except to the extent it is expended in direct connection with the management and operation of Union Station.
15. Compensation or benefits provided to clerks, attendants or other persons in commercial concessions and the parking facilities operated by or on behalf of Catellus, except as otherwise agreed by Catellus and Metrolink.
16. Advertising and promotional activities and costs related to the leasing of Union Station.
17. Any costs, fines or penalties incurred due to violation by Catellus or any Station User other than Metrolink of any governmental rule or authority.
18. Costs of acquiring sculpture, painting or other objects purporting to be art, unless approved by Metrolink in writing.
19. Compensation and benefits provided to administrative and executive personnel of Catellus except to the extent it is expended in direct connection with the management operation of Union Station.
20. A percentage of administrative costs in excess of 10% of the Subtotal of Total Expenses identified on Exhibit C (the "Subtotal") a percentage of management fees in excess of 5% of the Subtotal, or a percentage of contingency-emergency fund in excess of 5% of the Subtotal, except, with respect to the contingency-emergency fund, if a greater percentage shall be approved by the Joint Management Committee.
21. Any charge for Catellus' income tax, gross receipts tax, excess profit tax, franchise tax or like charge on Catellus' income.

22. Taxes assessed against Union Station for tenant improvements in space leased to or occupied by any Station User other than Metrolink.
23. Except as specifically set forth in the Agreement, any costs incurred in the removal, remediation or other treatment of any Hazardous Material.
24. Any costs directly or indirectly attributable to the construction or operation of (i) any structure or platform to be built partially or entirely over the Train Yard and/or (ii) the Gateway Plaza development jointly planned by Catellus and the RTD, including without limitation any office building, hotel and/or retail facilities to be located therein.

PROPOSED TRUNCATION OF THE TRAIN YARD

[See one (1) page map attached hereto]

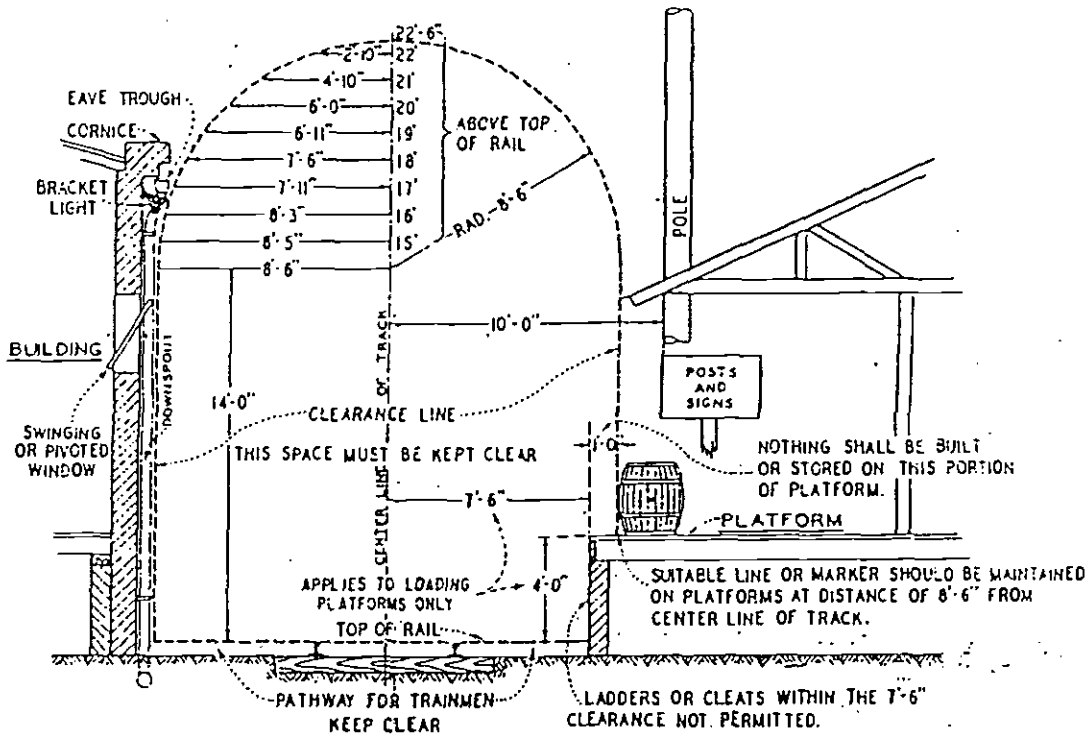


PUBLIC UTILITY COMMISSION CLEARANCES

[See one (1) page attached hereto]

# TYPICAL CLEARANCE OF STRUCTURES FROM RAILROAD TRACKS AS PRESCRIBED BY PUBLIC UTILITIES COMMISSION - STATE OF CALIFORNIA GENERAL ORDER NO. 26-D (EFFECTIVE FEBRUARY 1, 1948)

FOR NEW WORK AND RECONSTRUCTION OF EXISTING FACILITIES ADJACENT  
TO STANDARD GAUGE RAILROAD TRACKS TRANSPORTING FREIGHT CARS.



### NOTES

OVERHEAD WIRE CLEARANCES SHALL CONFORM TO COMMISSION'S GENERAL ORDER NO. 95 OR AMENDMENTS THEREOF.

POSTS, POLES, SIGNS AND SIMILAR FACILITIES MAY HAVE MINIMUM CLEARANCE OF 8'-6", BUT CLEARANCE OF 10'-0" IS RECOMMENDED WHERE PRACTICABLE.

ALL SIDE CLEARANCE DIMENSIONS ARE FOR TANGENT TRACK. IN GENERAL SIDE CLEARANCE FOR CURVE TRACK TO BE 1'-0" GREATER THAN THAT FOR TANGENT TRACK.

WHEN TRACK IS USED PRINCIPALLY FOR LOADING OR UNLOADING REFRIGERATOR CARS, PLATFORM WITH HEIGHT OF 4'-6" ABOVE TOP OF RAIL MAY BE MAINTAINED PROVIDED THAT MINIMUM SIDE CLEARANCE TO CENTER LINE OF TRACK SHALL BE 8'-0".

PLATFORMS 4'-0" OR LESS IN HEIGHT WITH MINIMUM CLEARANCE OF 7'-3" MAY BE EXTENDED AT EXISTING CLEARANCES IF SUCH EXTENSION IS NOT IN CONNECTION WITH RECONSTRUCTION OF ORIGINAL PLATFORM.

ICING PLATFORMS AND SUPPORTS SHALL HAVE MINIMUM CLEARANCE OF 7'-8".

MAINTENANCE STANDARDS

[See "Property Management Standards for Union Station, Gateway Center, Los Angeles, California (8-3-93 draft version includes T.T. changes)" attached]



**PROPERTY MANAGEMENT STANDARDS**

**FOR**

UNION STATION

GATEWAY CENTER

LOS ANGELES, CALIFORNIA

**PREPARED BY**

**CATELLUS DEVELOPMENT CORPORATION**

**ASSET MANAGEMENT DIVISION**

8-3-92 DRAFT VERSION  
INCLUDES T.T. CHANGES

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## I) INTRODUCTION

# I. INTRODUCTION

Catellus Development Corporation is a major developer, manager and owner of real estate in California and 11 states in the West, Midwest and Southwest. The company's current portfolio includes approximately two million acres of land. Catellus owns, manages or has under construction 13.8 million square feet of industrial, office and retail buildings.

Union Station, is located immediately north of the downtown Los Angeles Central Business District in close proximity to the Los Angeles Civic Center. The site has outstanding freeway visibility and enjoys excellent access from the Hollywood, San Bernardino and Santa Ana freeways via Vignes Street and Alameda Street. Union Station will be the regional transportation hub featuring intercity Amtrak service, the terminal for the L.A. Metrorail, as well as the hub for lightrail, commuter rail, express bus and intercity bus services. Additional elements include a street level bus plaza with surface and sub surface parking; the bus on-ramp connection to the El Monte Busway; four levels of structured parking and a central plaza connecting Vignes Street with the East Metro Rail Portal

A masterplan for the area encompassing Union Station and the Terminal Annex addresses the revitalization of the area with the creation of major pedestrian activity centers. On the Union Station site, which includes Gateway Center, the plan assess the private office and retail uses over the next 20-25 years.

Gateway Center, a recently announced joint development project with R.T.D. will encompass a major government office complex in excess of one million square feet, the R.T.D. administrative headquarters. situated above the regional transportation center on the east side of Union Station. Gateway Center will be developed by Catellus in phases over the next five years and is planned with amenities such as service retail. day care and health and fitness facilities.

Union Station and Gateway Center are a unique combination of past and future Los Angeles. The Station: an architectural treasure will be preserved and adapted for modern transportation needs. Gateway Center: A complex of distinctive government office buildings with attractive amenities will serve Los Angeles' growing workforce and emerging regional transportation hub.

Catellus Development Corporation and the S.C.R.T.D. are very pleased to welcome you to the Gateway Center community, we are proud of this project and it is our desire to make your tenancy here as pleasant as possible. As in any community, you share common areas and facilities with other tenants. Because of this sharing, management and maintenance guidelines are a necessity. For your convenience, we have compiled the following information to help you familiarize yourself with the general cleaning specifications and rules and regulations for Gateway Center.

As representative of Catellus Development Corporation, it is the responsibility of the Asset Management office to carry out the objectives of the company and work with R.T.D. and other tenants on an individual basis. The Asset Management office is your direct link with the owners R.T.D. and Catellus Development Corporation with respect to all matter regarding your tenancy and the management of the property. Please do not hesitate to call upon the Asset Management office as the need arises.

We sincerely hope you will enjoy your tenancy with us and that your organization will prosper within the Gateway Center Community.

# CATELLUS DEVELOPMENT CORPORATION

ASSET MANAGEMENT OFFICE  
UNION STATION - GATEWAY CENTER  
800 N. ALAMEDA STREET  
SUITE 100  
LOS ANGELES, CALIFORNIA 90012

PHONE (213) 625-5865  
FAX (213) 617-8483

ASSET MANAGEMENT OFFICE HOURS:

MONDAY THROUGH FRIDAY 8:00 A.M TO 5:00 P.M.

24 HOUR EMERGENCY PHONE NUMBERS:

(213) 620-9747

## **II) GENERAL CLEANING SPECIFICATIONS**

## II. GENERAL CLEANING SPECIFICATIONS

### COMMON AREAS - DAILY

#### 1) FLOORS:

**Hard surface floors and stairwells.** Sweep and dust mop with where needed. Remove all foreign matter such as gum and tar and other deposits using putty knife or scrapper. Pay special attention to heavy traffic areas, public corridors, entrance areas, tiles, concrete, brick and stone pavers.

**Marble surface floors.** Maximum care should be taken to maintain the highest quality appearance including nightly sweeping and mopping. A mild detergent may be used if necessary, but the marble must be rinsed very thoroughly.

**Carpeted areas.** Vacuum all carpeted areas. This should not require any moving any furniture. Spot clean and remove any gum or tar which has adhered to the floor. Vacuum weather mats and damp vinyl edges to remove all dust.

**NOTE:** Additional detailed specifications for Gateway Center flooring (i.e., type of flooring, surface, size, location, etc.) will be provided per an appendix, when such flooring is selected.

#### 2) GLASS, WALLS AND FIXTURES:

**All glass, bronze and chrome.** All within reaching distance should be dusted free of smudges, streaks and finger prints using appropriate cleansers. A damp cheesecloth should be used on bronze and chrome which include pushbars on doors, railings and other surfaces. Under no circumstances is a solvent, alcohol product or standard cleaner to be used on bronze or painted metal surfaces. Maximum care should be taken to maintain the highest quality appearance.

**All baseboards ledges, moldings, depositories, window frames, door frames, ticket counter walls, light switches, directories, and anywhere else within reaching distance.** All should be dusted and removed of fingerprints, spills and other markings using appropriate cleansers.

**Water fountains.** Should be cleared of any debris, thoroughly washed, sanitized and polished on a daily basis.

**Cigarette urns.** Should be cleaned out as needed. Replace sand as required, but not less than once per week. Check planters for cigarette butts and gum wrappers, etc.

**Wall decorations.** This include picture frames, poster display frames, R.T.D. logo's or emblems. All should be damp wiped. Do not damp wipe picture surfaces not covered by glass.

### 3) RESTROOMS:

**Floors.** All floors will be swept and moped and/or scrubbed with a disinfectant detergent and rinsed with water.

**Toilet bowls, seats, urinals, traps, etc.** Must be thoroughly washed, scrubbed and sanitized. Pay attention to surfaces underneath bowls, seats, etc. Traps shall be maintained free from odor at all times. No encrustation or water rings shall exist. Pour one ounce of acid bowl cleaner into toilets and urinals after cleaning and do not flush.

**Washbasins.** Shall be thoroughly cleaned of all debris and polished.

**Mirrors, shelving, dispensers, chromium fixtures and piping.** shall be damp-wiped and polished using appropriate materials. Heat vents, ledges, grills and stall partitions shall be dusted. Wall surfaces, partitions, doors and waste receptacles shall be spot cleaned.

**Garbage receptacles.** Empty and damp wipe all waste containers. Replace all trash liners as instructed. Remove all trash and place in large plastic liners. Carry all trash to designated areas, paying attention not to soil floors from leaks in plastic bags. All leaks must be cleaned up immediately. Also, paper towel waste receptacles shall be emptied as needed and the contents disposed of as trash. Pick up any waste paper and trash from floor.

**Supplies.** Check soap dispenser and refill as necessary making sure they are functioning properly. Check toilet and paper towel dispensers and refill as necessary. Refill sanitary napkin dispensers. Check dispenser to make sure they are functioning properly.

### 4) ELEVATORS & ESCALATORS:

**Saddles, handrails, doors, frames and door tracks.** All should be cleaned. Use maximum care on exterior and interior doors.

**Threshold plates.** Should be scrubbed, cleaned, and polished paying particular attention to grooves, edges and corners.

**Cab walls and trim.** should be wiped with a soft cheesecloth type cloth. Maximum care will be taken to remove all dirt, stains and marks, and to maintain highest quality finish.

**Floors.** Vacuum or wet mop cab floors. Check for gum, tar, etc, which adhered to the floor. Spot clean as needed.

### 5) GARBAGE RECEPTACLES:

**Garbage cans.** Empty all garbage receptacles as needed, but not less than once daily. Pick up and throw away any garbage and debris left in common areas.



## **6) EXTERIOR COMMON AREAS:**

**Sidewalks, bricks and entranceways.** All areas shall be swept as needed, but not less than once per week ( weather permitting). Non skid rugs will be used during rain and will be cleaned as needed.

**Planters and other boxes.** All planters should be checked for trash and litter which accumulates inside.

**Trash receptacles.** All trash cans should be emptied as needed and re-lined with a suitable sized plastic liner. The exterior of each can shall be damp wiped clean.

**Cigarette urns.** All exterior cigarette urns should be checked for trash and cigarette butts. Black sand shall be added as needed.

**Graffiti Abatement.** All exterior and interior surfaces vandalized by paint, or any marking substance shall be removed in a timely fashion, by coating over with matched paint or by solvents - with effort not to damage the original surface. Those surfaces repeatedly attacked, will be subject to a Graffiti Control System, consisting of either a sacrificial coating (thin, invisible layer of wax, removed by high pressure wash with wax reapplication) or a permanent coating (urethane layer with graffiti being removed by solvent). Determination of process will be deemed by Asset Management.

### **COMMON AREAS - WEEKLY**

#### **1) FLOORS:**

**Hard surface floors.** Dust mop buff all hard surface floors. Damp mop all steps and landings if necessary.

**Carpet and Furniture.** Vacuum all carpeted areas. This should only require moving small objects such as plants and light furniture. Spot clean any needed areas on carpet or furniture using appropriate materials.

#### **2) GLASS, WALLS AND FIXTURES:**

**All glass, bronze and chrome.** Should be thoroughly cleaned of any marks, smudges, streaks and finger prints using treated cloth. Wash all glass that is not washed on a daily basis.

**All baseboard ledges, moldings, depositories, window frames, door frames, ticket counter, walls, light switches, directories and anywhere needed within reaching distance on a step ladder.** All should be thoroughly washed including ventilating louvers. Wash building directory glass and frames. Spot clean all walls. Damp wipe waste containers and ash trays.

**All wood surfaces.** Should be dusted with appropriate cleanser using cheesecloth or soft cloth. Maximum care will be taken to maintain highest quality appearance.

### **3) RESTROOMS:**

**Walls and dividers.** Thoroughly wash and sanitize all walls and dividers which are damp wiped on a daily basis. All horizontal surfaces including shelves, ledges, moldings, diffusers, and light fixtures shall be dusted.

## **COMMON AREAS - MONTHLY**

### **1) FLOORS:**

**Hard surface floors.** Scrub and recondition all hard surface floor areas, ceramic tile, vinyl tile, concrete, etc. using buffable non-slip type floor finish.

**Carpet.** Depending on necessity, steam clean, shampoo and/or extract carpet in elevator lobbies, public area corridors and where traffic is heavy.

### **2) GLASS, WALLS AND FIXTURES:**

**Diffusers, vents, grills and other such items including surrounding wall or ceiling areas that are soiled.** Thoroughly damp wash or vacuum. Wash vinyl and metal kick plates on doors.

**Window coverings.** Dust blinds or curtains. Should not require removing them.

**Stairwell handrails and pipes.** Clean with damp cloth.

### **3) EXTERIOR AREAS:**

**Light fixtures.** Clean out light fixtures of bugs and cobwebs. Do monthly unless needed more often. Then do twice per month.

**Ground area.** Thoroughly wash exterior sidewalks. Remove any foreign debris which has adhered to sidewalk. Scrape with putty knife or appropriate utensil.

## COMMON AREAS - ANNUALLY

**Carpet.** Steam, dry clean, or extract carpet.

**Fine wood surfaces.** Treat with lemon oil if requested.

**All vertical surfaces.** Items not attended to in daily, weekly, or quarterly cleaning should be cleaned and washed.

**Concrete stairs and stairwell landings.** Scrub and seal. May be done semi-annually.

## OFFICE AREAS - DAILY (OPTIONAL)

- 1) Sweep and dust mop all hard surface floors, ceramic tile, vinyl tile, concrete, etc. Spot mop where needed. Remove matter such as gum and tar which adhered to floor.
- 2) Vacuum all carpet, paying particular attention to areas under desks, behind doors and in corners. Spot clean as needed. Remove matter such as gum and tar which adhered to floor.
- 3) Empty and damp wipe all ash trays and waste baskets. Replace all trash liners as instructed. Remove all trash and place in large plastic liners. Carry all trash to loading dock area, paying particular attention not to soil floors from leaks in plastic trash bags. Any leaks must be cleaned up immediately.
- 4) Dust with a treated cloth all horizontal surfaces, including desks, tables, file cabinets, office equipment, blinds, louvers, windowsills and furniture.
- 5) Clean all glass table tops using a glass cleaner solution being careful not to leave any streaks or spots.
- 6) Dust with a treated cloth all chairs with special attention given to lower rungs and legs.
- 7) Dust with a treated cloth all baseboards, ledges, moldings, vending machines, kitchen cabinets, window frames, picture frames and grille work within normal reach.
- 8) Spot clean all doors, door frames, walls, equipment and light switches to remove fingerprints, spills and other markings.
- 9) Spot clean all metal trim work, removing fingerprints, smudges, water and other marks.
- 10) Clean all fabric-covered furniture.
- 11) Wash glass on doors and side lights, both sides. Spot clean all other interior glass.
- 12) Clean with germicidal and dry polish all water fountains and sinks.
- 13) Damp wipe with a disinfectant-treated cloth all telephones including dials and crevices.

### **OFFICE AREAS - WEEKLY**

- 1) Wet mop and spray buff all hard surfaces floors, ceramic tile, vinyl tile, concrete, etc.
- 2) Wash all glass not washed on a daily basis including partitions, display windows and showcases.

### **OFFICE AREAS - MONTHLY**

- 1) Vacuum all ceiling and wall air supply and exhaust diffusers or grilles.
- 2) Wash vinyl and metal kick plates on doors.
- 3) Wash doors and frames.

### **OFFICE AREAS - QUARTERLY**

- 1) Clean all horizontal and vertical surfaces not reached in daily cleaning, such as light fixtures, door frames and wall hangings.
- 2) Vacuum or dust all books in place.
- 3) Damp wash diffusers, vents, grilles and other such items, including surrounding wall or ceiling areas that are soiled.
- 4) Scrub and recondition resilient flooring non-slip floor finish.

### **OFFICE AREAS - SEMI ANNUALLY**

- 1) Shampoo and extract all carpet in tenant's space.
- 2) Treat carpet with protective finish if needed.

## OFFICE AREAS - RESTROOMS

### Daily:

- 1) Sweep and wet mop with a germicidal and clean water all floor areas. Maximum care will be taken to remove and prevent staining to floor and wall tile grout.
- 2) Clean with a detergent disinfectant all toilets and urinals beginning with seats and working down. Pour one ounce of acid bowl cleaner into toilets and urinals after cleaning and do not flush.
- 3) Damp wipe with a disinfectant treated cloth all partitions, ledges and doors. Spot clean switches, doors, and walls. Maximum care will be taken to prevent and remove staining of counters, walls, partitions and other areas.
- 4) Clean and polish all mirrors, bright work, etc. to include soap dispensers, flushometers, piping, toilet seat hinges, push plates on doors and all other metal.
- 5) Empty and damp wipe all waste containers. Replace all trash can liners as instructed. Remove all trash and place in large plastic liners. Carry all trash to designated areas, paying close attention not to soil the floors from leaks in plastic trash bags. All leaks must be cleaned up immediately.
- 6) Refill all toilet tissue two-ply and towel dispensers with a non-clogging soap. Check all dispensers to ensure they are functioning properly.
- 7) Furnish and refill all sanitary napkin dispensers. Check dispensers nightly to ensure they are functioning properly.

### Weekly:

- 1) Wash with a disinfectant treated cloth all walls, partitions and vents.

### Monthly:

- 1) Scrub and recondition hard surface floor areas, ceramic tile, vinyl tile, concrete, etc. using buffable non slip type floor finish.
- 2) Damp wash diffusers, vents, grilles and other such items, including wall or ceiling areas that are soiled.

### **III) LANDSCAPE MAINTENANCE SPECIFICATIONS**

### III. LANDSCAPE MAINTENANCE SPECIFICATIONS

**1) WORK INCLUDED:** Maintain ground cover by cultivation, weeding, fertilizing, pruning, edging and watering.

Lawn area mowed, edged and fertilized once per quarter.

Maintain shrubs in a healthy thriving condition by pruning, shaping, watering, fertilizing and mulching.

Color flowers installed three (3) times per year.

**2) MISCELLANEOUS:** Trained personnel with clean and neat uniforms.

Safety is always first

Hours of operations: 7:00 a.m. to 3:00 p.m. Monday through Friday. Major clean ups and detailed work performed on Saturdays with a larger crew(s).

**3) SHRUBS, PERENNIAL AND VINES:** Shrubbery and tree beds are edged and weeded two (2) times per month.

Shrubbery are trimmed regularly to maintain their shape and size with respect to species, size of planter or relative to surroundings and to the best health of the plant, per landscape specifications.

Remove spent flower spikes, debris and leaves from the planted areas weekly.

Regular cultivation of all planted areas.

Pruning is performed as a continuous operation, curbing undesirable stray growth.

Shrubs in planters and containers are hand watered Monday, Wednesday and Friday or as required to maintain the plants in a thriving condition.

**4) TURF MAINTENANCE:** Mowing of the turf areas are done once a week except when weather precludes mowing. Turf areas shall be mowed at a cutting height of two (2) inches or less.

All cuttings shall be promptly collected and disposed of.

Sidewalks will be cleaned of grass cuttings, etc.,

**5) GROUND COVER:** Groundcover maintenance includes removal of all debris, including leaves, branches and paper.

Groundcovers are pruned or trimmed neatly away from shrubs, trees, walks and headerboards.

Reasonable control for gophers, insects, snails and diseases as necessary, using legally approved materials and methods.

**6) IRRIGATION SYSTEMS:** Time clocks are adjusted to various schedules to provide sufficient water to maintain all planted areas in a thriving condition.

Weekly inspections of all piping installations control valves and fittings for leaks.

Repair or replace damaged pipe and or fittings.

**7) FERTILIZATION:** Fertilizer will be applied as required to maintain a deep green color. Fertilizer is watered in after each application at the next regularly scheduled watering period.

**8) TREE MAINTENANCE:** Trees 15 feet and under or what can be reached from the ground with a pole saw.

Pruning for general clean-up and health of trees is performed in the fall or winter to prevent wind damage.

Skirting of trees for removal of hazards is performed every six (6) months or as necessary.

All trees are sufficiently watered to insure health and growth.

Trees are properly staked and tied as necessary. Tree ties are inspected at least four (4) time per year to prevent girdling of trunks or branches and to prevent bark wounds caused by abrasion. Removal of tree stakes are considered as soon as possible to encourage tree development.

**9) DEBRIS:** Part of the daily clean-up done by the on site staff. This is done with a blower and in the morning hours for a fresh cleaner look.

Paper, grass, cans and branches are removed from landscaped areas on a daily basis (Monday through Friday).

**10) SUMMARY:** Daily clean up of debris  
Weekly cutting and edging of turf  
Annual tree trimming  
Perennial planting with loss replacement of size/species as required  
Weekly inspections of entire landscaped appearance and irrigation by managers  
Shrubbery and tree beds edged and weeded two (2) times per week.  
All materials, supplies, equipment and labor supplied by contractor



## **IV) PREVENTATIVE MAINTENANCE SPECIFICATIONS**

## **IV. PREVENTATIVE MAINTENANCE SPECIFICATIONS\***

### **1) SAFETY EQUIPMENT:**

- A. Inspect for proper signage, indicating approved evacuation plan.
- B. Fire hoses checked monthly for appearance and interior liner quality.
- C. Fire extinguishers (ABC, Halogen) inspect monthly for proper charge, pin lock placement and inspection tag.

### **2) FIRE SPRINKLERS:**

- A. Run hydrostatic bi-annual bells, whistles, etc.,
- B. Check quarterly retarding chamber contact.
- C. Check weekly and record fire riser pressure gauges.

### **3) ELECTRICAL SYSTEMS:**

- A. Elevators serviced monthly per manufactures specifications by qualified representative
- B. Motors - Motor Centers
  - \* Inspect bushings, sleeves, shaft collars, rubber mounts, brushes and thru bolts on a quarterly basis.
  - \* Check for proper amprege and voltage on a quarterly basis.
  - \* Inspect fort general appearance, cleanliness and unusual noises on a daily basis.

### **4) FIXTURES:**

- A. Relamp as needed.
- B. Ballast and starter repaired as needed.
- C. Clean fixtures and lenses on a quarterly basis.

### **5) MECHANICAL (PACKAGE HVAC UNIT):**

- A. Inspect starting coils and contacts on a quarterly basis.
- B. Pressure test high and low rise side(s) on a quarterly basis.
- C. Inspect drive couplings and bearings on a quarterly basis.
- D. Replace filters as needed to maintain quality of air.
- E. Check belts for wear, alignment, tension and replace as needed.

### **6) BOILER (CLOSED LOOP)**

- A. Inspect and clean low water cut off on a quarterly basis.
- B. Inspect fuel shut off and firing mechanism on a quarterly basis.
- C. Inspect operation of safety relief valve on a quarterly basis.
- D. Check monthly T.D.S. and nitrate levels of conditioned water and record weekly.

\*THE ABOVE INFORMATION GENERALIZES THE PREVENTATIVE MAINTENANCE SPECIFICATIONS FOR THE MOST COMMON SYSTEMS ASSOCIATED WITH AN OFFICE BUILDING PROJECT. RECOGNIZING THE COMPLEX NATURE OF A PROJECT THE SIZE AND SCOPE OF GATEWAY, FURTHER DETAILED SPECIFICATIONS WILL BE REQUIRED ONCE FINAL DESIGNS HAVE BEEN DETERMINED. FUTURE STANDARDS REGARDING THIS AREA WILL CONFORM TO THE HIGHEST OF INDUSTRY STANDARDS AND WILL BE ADMINISTERED IN A PROFESSIONAL MANNER BY THE PROJECTS MANAGEMENT TEAM.

NOTE: STANDARDS FOR GENERAL REPAIR AND SERVICES ASSOCIATED WITH THE FOLLOWING TRADES, WILL BE ADDRESSED IN DETAIL IN FOLLOWING EXHIBITS, ON AN "APPLICABLE BASIS" ONLY, ONCE FINAL PROJECT DESIGN AND CRITERIA HAVE BEEN AGREED UPON.

- PAINING
- PLUMBING
- CARPENTRY
- ELEVATORS & ESCALATORS
- GLASS & WINDOW REPAIR
- KEY & DOOR REPAIR
- SWING STAGE WINDOW CLEANING
- SECURITY GUARDS
- PARKING LOT & ATTENDANTS
- ROOF REPAIR
- WATER FEATURES REPAIR

THIS LIST IS BY NO MEANS DEFINITIVE AND ALL PRIVILEGES ARE RESERVED TO ADD ADDITIONAL TRADES.

## **V) RULES AND REGULATIONS**

## V. RULES AND REGULATIONS

### A) *COMMON FACILITIES AND PUBLIC TRANSIT FACILITIES*

1. The surfaces of the plazas, arcades, walkways, concourses, and service corridors shall be maintained level, smooth, with no more than 3/4" differential settlement and evenly covered with the type of surfacing material originally installed thereon, or with a substitute of similar or greater quality, as the JMC shall deem appropriate.
2. All papers, debris, filth and refuse shall be removed from the Common Facilities and the Public Transit Facilities, and paved areas shall be washed or thoroughly swept as required in accordance with the General Cleaning specifications. To the extent reasonably practicable, sweeping and cleaning shall be performed prior to the Project's opening for business to the public, or prior to commencement of transit operations, using motor driven vacuum cleaning equipment where feasible.
3. All trash and rubbish containers located in the Common Facilities and the Public Transit Facilities for the use of Permittees shall be emptied daily and shall be washed at intervals sufficient to maintain the same in a clean condition.
4. All hard surfaced markings and curbs shall be inspected at regular intervals and promptly repainted as the same shall become unsightly or indistinct from wear and tear, or other cause.
5. All storm drain catch basins shall be cleaned on a schedule sufficient to maintain all storm drain lines in a free flowing condition and all mechanical equipment related to storm drain and sanitary facilities shall be regularly inspected and kept in proper working order.
6. All escalators and elevators (including handicapped lifts) shall be: (a) inspected and maintained at intervals sufficient to keep them in good and safe operating condition; (b) promptly repaired upon discovery of any malfunction; and (c) operated in accordance with all applicable laws and regulations.
7. All stairways and ramps shall be: (a) swept and washed in accordance with the General Cleaning Specifications at intervals sufficient to maintain the same in clean condition; (b) inspected at regular intervals; and (c) promptly repaired upon discovery of any irregularities or worn portions thereof.
8. Public restrooms with the Common Facilities and/or Public Transit Facilities, which shall be limited to use by other tenants, meeters and greeters \_\_\_\_\_ and transit patrons, shall be: (a) kept locked at all times and accessible only by key obtained from Catellus Development Corporation's Asset Management Office, maintenance personnel or security personnel; (b) available only for use by \_\_\_\_\_ and transit patrons during the period from 6:30 a.m. to 10:30 p.m. each day the Project is open for business (subject to extended transit system operating hours); (c) maintained in a neat and clean condition in accordance with the General Cleaning Specifications; and (d) subject to such rules and regulations as may be approved from time-to-time by the JMC.

9. All glass, including skylights, plate glass and/or glass enclosed devices, if any, within the Common Facilities and the Public Transit Facilities shall be cleaned in accordance with the General cleaning specifications and manufactures soecifications at intervals sufficient to maintain the same in a clean condition.
10. All surface utility facilities servicing the Common Facilities and Public Transit Facilities, including, but not by way of limitation, hose bibbs, stand pipes, sprinklers and domestic water lines, shall be inspected at regular intervals and promptly repaired or replaced, as the occasion may require, upon discovery of any defect or malfunctioning.
11. All Common Facilities and the Public Transit Facilities amenities, benches, and the institu-tional, directional, traffic and other signs shall be inspected at regular intervals, maintained in a clean and attractive condition in accordance with the General Cleaning specifications and promptly repaired or replaced upon discovery of any defects or irregularities thereto.
12. All lamps shall be inspected, serviced and repaired at regular intervals and all lamps shall be promptly replaced when no longer properly functioning.
13. The improvements on and to the Common Facilities and Public Transit Facilities shall be repaired or replaced with materials, apparatus and facilities of quality at least equal to the quality of the materials, apparatus and facilities repaired or replaced.
14. The Common Facilities and the Public Transit Facilities shall be illuminated in such areas as the JMC shall determine, at least during such hours of darkness as any of the Project shall be open for business to the public, and for a reasonable period thereafter, in order to facilitate egress from the Center by Permittees.
15. The owners shall use reasonable efforts to require their respective Permittees to comply with all regulations with respect to the Common Facilities and Public Transit Facilities, including, but not by way of limitation, directional markings and sign restricting access to certain portions of the Common Facilities and Public Transport Facilities.
16. Bicycle parking, vending carts, and retail/newspaper dispenser shall be restricted to areas within the Common Facilities and Public Transit Facilities specifically designated therefor. The owners shall use reasonable efforts to require their respective Occupants and Permittees to comply with such restrictions. Except as permitted by the JMC, no sidewalks or walkways shall be used to display, store or place any merchandise, equipment or devices.
17. All trash, refuse and waste materials shall be regularly removed from the Premises of each Occupant of the Project, and removal, shall be stored: (a) inadequate containers located so as not to be visible from public areas of the Project, and (b) so as to constitute any health or fire hazard or nuisance to any Occupant.
18. No portion of the Common Facilities or the Public Transit Facilities shall be used for lodging purposes.

19. Except as permitted under Section \_\_\_\_\_ of the REOA, no advertising or public address medium shall be utilized which can be heard or experienced outside of the Buildings, or the Exclusive Public Transit Facilities, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, photographs, radios or televisions.

20. No use shall be made of the Project or any portion or portions thereof which would (a) violate any law, ordinance or regulation; (b) constitute a nuisance; (c) constitute an extra-hazardous use; or (d) violate, suspend or void any policy or policies of insurance carried by the Owners on their respective Improvements.

21. Owners shall use reasonable efforts to require Occupants of the Project to cause all trucks servicing the Project to load and unload prior to the hours the Project is open for business to the general public.

#### **B) CONDUCT OF PERSONS**

The Parties hereto do hereby establish the following rules and regulations for use of the Common Facilities and Public Transit Facilities:

1. No person shall use the plazas, arcades, walkways, concourses or service corridors of the Project except as a means of egress from or ingress to any Buildings, Parking Facilities, Public Transit Facilities, Common Facilities, or adjacent public streets or such other uses as approved by the JMC. such use shall be in a orderly manner, in accordance with the directional or other signs or guides. No plaza, arcade, walkway, concourse or service corridor shall be used for other than pedestrian travel or such other uses approved by the JMC.

2. No person shall use any utility area, truck court or other area reserved for use in connection with the conduct of business, except for the specific purpose for which permission to use such area is given.

3. No person, without the written consent of the JMC, shall in or on any part of the Common Facilities (or the Public Transit Facilities)

- a. Vend, peddle or solicit order for sale or distribution of any merchandise, devise, service, periodical, book, pamphlet or other matter whatsoever.
- b. Exhibit any sign, placard, banner, notice or other written material.
- c. Distribute any circular, booklet, handbill, placard or other material.
- d. Solicit contributions for or membership in any organization, group or association for any purpose.

- e. Parade, rally, patrol, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of any Common Facilities and/or the Public Transit Facilities by any owner, Occupant or Permittee, create a disturbance, attract attention or harass, annoy, disparage or be detrimental to the interest of any of the public transit services, retail establishments or offices within the Project
- f. Use any Common Facilities or Public Transit Facilities for any purpose, other than maintenance and repairs, when none of the public transit services, retail establishments or offices within the project are open for business.
- g. Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind.
- h. Use any sound-making device of any kind or create or produce in any manner noise or sound that is annoying, unpleasant, or distasteful to Occupants or Permittees.
- i. Deface, damage or demolish any sign, light standard or fixture, landscaping material or other Improvement within the Project, or the property of Occupants or Permittees situated within the Project.

The Property Manager (and the Owners, but only as to those portions of the Common Facilities and Public Transit Facilities, if any, that lie within their respective parcels) shall have the right to remove or exclude from or to restrain (or take legal action to do so) any non-Permittee from, or from coming upon, the project or any portion thereof, and prohibit, abate and recover damages arising from unauthorized act, whether or not such act is in express violation of the prohibitions listed above. In so acting, the Property Manager (or the Owners, as applicable) is/are not the agent of other Occupants of the Project unless expressly authorized or directed to do so by such Occupant in writing.



Recording Requested By )  
And When Recorded, Mail To: )  
LOS ANGELES COUNTY )  
METROPOLITAN TRANSPORTATION )  
AUTHORITY )  
Real Estate Section )  
818 W. Seventh Street #1100 )  
Los Angeles, CA 90017 )

Space Above Line for Recorder's Use

RECORDING FEE IS EXEMPT PER GOVERNMENT CODE SECTION 6103

PUBLIC AGENCY - NO TAX STATEMENT

GRANT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY  
ACKNOWLEDGED, LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION  
AUTHORITY ("GRANTOR"), a public agency existing under the  
authority of the laws of the State of California, hereby grants to  
the CITY OF EL MONTE, a municipal corporation ("GRANTEE") the  
following described real property in the City of El Monte,  
County of Los Angeles, State of California:

1/2 INTEREST IN . . . . .

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

BY: \_\_\_\_\_

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of El Monte  
City Hall East  
11333 Valley Boulevard  
El Monte, California 91731  
Attn: City Attorney

*Joyce -  
Team "Commission  
is not defined.  
SHOULD THIS BE  
LACTE OR MTA  
("AUTHORITY")  
?*

*DOB*

(Space Above Line For Use By Recorder)  
[Recordation of This Public Document Is Exempt  
From All Recording Fees and Taxes]

CITY OF EL MONTE

GRANT OF EASEMENT AFFECTING PUBLIC PROPERTY  
FOR REGIONAL PUBLIC MASS TRANSPORTATION USES

THIS GRANT OF EASEMENT (the "Easement") is made as of July 1, 1993, by the City of El Monte, a municipal corporation (the "City") with respect to the following facts:

- RECITALS -

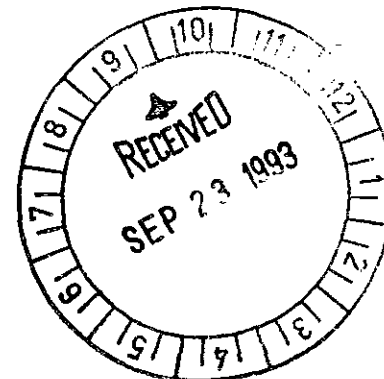
A. The Los Angeles County Transportation Metropolitan Authority (the "Authority") and the City have entered into a certain agreement dated as of July 1, 1993 (the "Agreement"), which affects certain lands as owned or acquired by the Commission and the City. A true and correct copy of said Agreement is on file with the City Clerk of the City of El Monte and the Authority.

B. The City has agreed to grant an easement affecting certain lands as owned by the City for regional public mass transportation off-street motor vehicle parking uses in accordance with the Agreement.

Grant of Easement Affecting Public Property  
For Regional Public Mass Transportation Uses

The City hereby grants the Easement for regional public mass transportation off-street motor vehicle parking uses, as more fully described below, to the Authority. The Easement affects the lands as more fully described below:

[INSERT LEGAL DESCRIPTION OF CITY PARKING FACILITIES PROPERTY]



*ADVERT  
??  
LACTE  
OR  
MTA*



September 21, 1993

VIA MESSENGER

David R. Gondek, Esq.  
City Attorney for the City of El Monte  
11333 Valley Boulevard  
City Hall West  
El Monte, California 91731

Los Angeles County  
Metropolitan  
Transportation  
Authority

Re: Acquisition and Operations Agreement for the  
El Monte Commuter Rail Station

West Seventh Street  
Suite 300  
Los Angeles, CA 90017  
213.623.1194

Dear David:

Enclosed please find a copy of the 1991 El Monte Commuter Rail Station Acquisition and Operation Agreement marked with comments from myself and MTA staff. For your convenience, I have only included those pages of the Agreement with comments.

MTA requests that the funds be sent by check to the attention of Larry Torres at the MTA, 818 W. Seventh Street, Los Angeles, California 90017. Once the check clears, MTA will be prepared to record the grant deed.

The grant deed will be a standard form of grant deed. I will forward a copy to you when I receive a copy from the real estate department.

If you have any questions, please call me at (213) 244-6290.

Very truly yours,

De Witt W. Clinton  
County Counsel

By:

*Joyce Chang*  
Joyce L. Chang  
Attorney  
Public Works Division

cc: Lupe Valdez  
Larry Torres  
Bob Flynn ✓  
Abdoul Sesay  
Helen Parker

gondek.com  
9/20/93

*Joyce - I could NOT  
find a grant deed  
that MTA used in  
past. Attached is a  
sample deed that I  
drafted for your  
review - DW*

Recording Requested By and  
When Recorded Mail to:

File: \*

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY  
818 W. Seventh Street #1100  
Los Angeles, CA 90017

Attn: Director of Real Estate

? (a public agency)

The value of and consideration received for the interest granted is  
\$\* \* \*

[sign here]

#### EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is made this \* day of \* , 19\* by and between the Los Angeles County Metropolitan Transportation Authority, a corporation existing under the authority of the laws of the State of California ("MTA") and \* , a \* ("Grantee"), upon and in consideration of the agreements, covenants, terms and conditions below:

1. Grant. MTA hereby grants to Grantee a non-exclusive easement to construct, install, operate, alter, maintain, reconstruct and remove a \*

for the purpose of \* , and any usual, necessary and related appurtenances thereto (collectively, the "Facility"), in, on, over, under, across and along the real property of MTA located in the State of California, as more particularly described on Exhibit "A-1" and as shown in the diagram attached hereto as Exhibit "A-2" (the "Property"). The Property, adjoining real property of MTA and personal property of MTA located thereon shall hereinafter collectively be referred to as "MTA Property". In connection with this grant of easement, Grantee, its agents and employees, subject to the provisions hereof, may have reasonable rights of entry and access onto MTA Property if necessary for the use of the Facility, with the time and manner of such entry and access to be subject to MTA's prior written approval.

2. Payments. As partial consideration for the rights herein granted, Grantee agrees to pay to MTA the sum of \* Dollars (\$\*).

3. Construction. Any work performed or caused to be performed by Grantee on the Facility or the Property shall be done in accordance with any and all applicable laws and regulations, and in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to MTA. Prior to commencement of any construction, reconstruction, installation, repair or alteration (other than normal maintenance) on the Property, Grantee shall submit work plans to MTA for review and approval. Any such construction, reconstruction, installation, alteration and repair must be carried out pursuant to work plans approved in writing by MTA. In addition, Grantee shall provide MTA with at least ten (10) calendar days' written notice prior to commencement of any work on the Property or the Facility, except in cases of emergency, in which event Grantee shall notify MTA's representative personally or by phone prior to commencing any such work. Grantee

00042076-010-010  
8475Z/4/05/93  
12.08301

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MTA  
EASEMENT AGREEMENT