



RECIPROCAL EASEMENT AND OPERATING AGREEMENT

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RECIPROCAL EASEMENT  
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Exhibit List

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Exhibit A-2	- Description of Parcel 2
Exhibit A-3	- Description of Triangle Parcel
Exhibit A-4	- Description of West Property
Exhibit A-5	- Description of Union Station Project
Exhibit B	- Additional Land and Vignes Street Realignment
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Exhibit D	- Design Guidelines [To Be Attached Later]
Exhibit E-1	- Maps of Public Transit Use Areas on Catellus Owned Property
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UNION STATION GATEWAY  
RECIPROCAL EASEMENT AND OPERATING AGREEMENT

THIS RECIPROCAL EASEMENT AND OPERATING AGREEMENT (this "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ ("Effective Date"), by and between THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a California public corporation ("RTD"), and CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("Catellus"), with reference to the following facts:

A. RTD is the fee owner of certain real property, containing approximately 4.46 acres of land, located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in Exhibit "A-1" and designated on Exhibit "C" as "Parcel 1" ("Parcel 1").

B. Catellus is the fee owner of certain real property, containing approximately 1.966 acres of land, located in said City, County and State, more particularly described in Exhibit "A-2" and designated on Exhibit "C" as "Parcel 2" ("Parcel 2").

C. Catellus is also the fee owner of the "West Property" and the "Triangle Parcel" (please refer to Article I for certain definitions).

D. Pursuant to the "Development Agreement", RTD and Catellus have agreed, among other things, and subject to the terms and conditions thereof, to cause the "Property" to be constructed and developed, in phases, as an integrated multi-use complex, including (i) an administrative headquarters office facility for RTD; (ii) government and/or commercial office buildings; (iii) service retail, hotel and/or facilities ancillary thereto; (iv) various public-transit improvements; and (v) the "East Portal", all so as to create a first-rate commercial office development which is fully integrated with the public transit facilities connected or associated with the operations of RTD, "Metro Rail", light rail, commuter rail and "Amtrak" transportation systems at the "Union Station Project".

E. RTD and Catellus desire to grant to each other certain reciprocal easements, in, to, over and across those portions of the Property owned by them, respectively, to establish certain restrictions on the use of the Property, and to enter into certain other covenants and agreements relating to the operation and common use of portions of the Property.

NOW, THEREFORE, with reference to the foregoing recitals, in consideration of the premises, covenants and agreements set forth in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, RTD and Catellus hereby agree that the Property shall be held, improved, developed, sold, conveyed, hypothecated, encumbered, leased, rented, used, operated and occupied subject to the limitations, restrictions, reservations, agreements, rights, easements, conditions and covenants set forth herein (collectively, the "Restrictions"), all and each of which are intended to be in furtherance of the protection, maintenance, improvement and operation of the Property and for the purpose of enhancing and preserving the value, desirability and attractiveness of the Property as a whole. All provisions of this Agreement, including the Restrictions, shall be enforceable equitable servitudes upon the Property. The Restrictions shall run with and burden the Property, and shall be binding upon and, as applicable, inure to the benefit of all of the Property and each "Person" having or acquiring any right, title or interest in the Property or any part thereof, or any "Improvements" thereon, and upon and to the benefit of their respective successors and assigns.



RTD and Catellus hereby further agree as follows:

ARTICLE I  
CERTAIN DEFINITIONS

The following terms, when used in this Agreement, shall have the following meanings:

1.01. Accounting Period. The term "Accounting Period" shall mean each fiscal year running from July 1 through the following June 30 during the term of this Agreement, except that the first Accounting Period shall commence on the effective date of the first PMA (unless otherwise specified therein) and shall end on the following June 30, and the last Accounting Period shall end on the date when this Agreement expires or is sooner terminated.

1.02. Additional Land. The term "Additional Land" shall mean the property or easements which are (i) currently in the alignment of the portion of Vignes Street east of the Property, and/or (ii) located to the east of the current Vignes Street right-of-way, which is not a part of Parcel 1, Parcel 2, the West Property or the Triangle Parcel as of the Effective Date and which shall, upon realignment of Vignes Street in accordance with the Development Agreement, become part of the Project either as part of a Parcel or as an easement. As of the Effective Date the Parties' best estimate of the location of the Additional Land is shown on Exhibit "B".

1.03. Affiliate. The term "Affiliate" shall mean, except as to Catellus and RTD, any "Person" controlling, controlled by, or under common control with a "Party". With respect to Catellus, the term "Affiliate" shall mean: (i) any 51% or more owned subsidiary of Catellus; or (ii) any other organization or entity under the same control as Catellus. With respect to RTD, the term "Affiliate" shall mean: (i) any governmental agency taking over all or a substantial portion of RTD's transit-related duties and in any event shall include the Metropolitan Transportation Authority, (ii) any organization or entity under the same control as RTD; or (iii) any 51% or more owned subsidiary of RTD.

1.04. Amtrak. The term "Amtrak" shall mean the National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia.

1.05. Benefited Interest. The term "Benefited Interest" shall mean the dominant "Parcel" or Public Transit Easement (or portions thereof as the case may be) for whose benefit and appurtenant to which a particular easement, license or similar right in, on, over, upon or through another Parcel or Public Transit Easement is granted or exists.

1.06. Benefited Party. The term "Benefited Party" shall mean any Party having title to a Benefited Interest.

1.07. Bonds. The term "Bonds" shall mean all taxable or tax-exempt bonds, certificates of participation or similar public finance instruments relating to the financing of "Public Transit Improvements", the "Phase I Improvements" or other Project infrastructure.

1.08. Budget. The term "Budget" shall mean the annual budget of the expenses described in Section 6.02.

1.09. Buildings. The term "Buildings" shall mean all single story or multi-story buildings (including dedicated Parking Facilities) designed and made available primarily for the exclusive use of an Owner and its Occupants.

1.10. Burdened Interest. The term "Burdened Interest" shall mean the servient Parcel or Public Transit Easement (or portions thereof as the case may be) in, on, over, upon or through which an easement or similar right in favor of a Benefited Interest is granted or exists.

1.11. Burdened Party. The term "Burdened Party" shall mean any Party having title to a Burdened Interest.

1.12. CEQA. The term "CEQA" shall mean the California Environmental Quality Act, California Public Resources Code §§ 21000 et seq. and the CEQA Guidelines interpreting such Act, codified at 14 C.C.R. §§ 15000 et seq.

1.13. City. The term "City" shall mean the City of Los Angeles and any departments of the City of Los Angeles having or exercising jurisdiction over the Property or any portion thereof, whether in existence at the date of recordation of this Agreement or thereafter formed or created.

1.14. Common Expenses. The term "Common Expenses" shall mean: (a) all operating, repair, ownership, restoration, construction, reconstruction, replacement and maintenance costs, expenses and capital expenditures incurred by "Property Manager" in the performance of its duties with respect to the Common Facilities and Common Public Transit Facilities as set forth herein (but not the cost of the initial construction of the Common Facilities and the Public Transit Improvements) relating to Common Areas including capital expenditures as mandated by Legal Requirements; (b) any management fees payable pursuant to Section 6.04 to Property Manager; and (c) amounts to be deposited into reserves for, among other things, reasonably anticipated contingencies and repairs or replacements of the Common Facilities or the Common Public Transit Facilities. Common Expenses will not include the costs of the Public Transit Authority's police force (unless pursuant to a contract between the JMC and the Public Transit Authority) or the costs of maintaining unimproved portions of any Parcel.

1.15. Common Facilities. The term "Common Facilities" shall mean all land and Improvements within the exterior boundaries of the Property, as shown on Exhibit "E-5" and which, in accordance with the terms of the Agreement: (a) are not at the time in question held for exclusive use by the Owner thereof or such Owner's Permittees; (b) are made available for the non-exclusive common use, convenience and benefit of all Parties, and their respective Permittees; and (c) are not Public Transit Facilities. Subject to the first sentence of this Section, Common Facilities shall include certain landscaped and planted areas; management, administrative and storage areas used by Property Manager or its agents or independent contractors for the purpose of management, storage of equipment, machines, or supplies, or providing any service to the Common Facilities; retaining walls; irrigation systems and controllers; drains, sewers, lighting fixtures, wiring, electrical panels and automatic control systems, streets, roadways, entrances, exits, driveways, delivery passages, loading docks, sidewalks, stairways, elevators, escalators, vehicular and pedestrian bridges and ramps, arcades, open and enclosed plazas and malls, traffic signals, traffic signal controllers, traffic control signs, flagpoles, gating, fountains, hardscape, and central identification signs. Common Facilities shall exclude all tenant space, restrooms, stairwells, lobbies, and similar areas contained within any Building. No portions of Buildings or Parking Facilities designed and available for the exclusive use of an Owner and its Occupants shall be included in the Common Facilities.

1.16 Common Public Transit Facilities. The term "Common Public Transit Facilities" shall mean as of the Effective Date those portions of the Public Transit Facilities, as shown on Exhibit "G-1". The "Common Public Transit Facilities" shall include: (a) ramps and roadways providing access to the "Metro Plaza" and "Parking Facilities"; (b) all areas of the Metro Plaza (including the two outside lanes of the roadway portion, and the landscaped and hardscaped portions, of the Metro Plaza except those dedicated to public transit service); (c) horizontal circulation areas located above level P-1 of the East Portal and all vertical circulation areas within the East Portal excluding Metro Rail stairs, elevators and escalators on or below level P-1 and excluding the dome, if any, covering the East Portal; and (d) the South Roadway. This term is defined for "Expense Allocation" purposes. No portions of Buildings or Parking Facilities designed and available for the exclusive use of an Owner and its Occupants shall be included in the Common Public Transit Facilities.

1.17. Condemnation. The term "Condemnation" shall mean any taking of the Project or any portion thereof by exercise of the right of condemnation or eminent domain (direct or inverse), or requisitioning by military or other public authority for any purpose arising out of a temporary emergency or other temporary circumstances, or a sale or conveyance in lieu of or under threat of condemnation or eminent domain.

1.18. Constant Dollars. The term "Constant Dollars" shall mean May 1992 dollars. The inflation factor used to adjust back to Constant Dollars shall be the Consumer Price Index for the Los Angeles-Long Beach-Anaheim Standard Metropolitan Statistical Area, All Commodities (1982-1984 = 100) issued by the Bureau of Labor Statistics, United States Department of Commerce. If such index is no longer available or if the method of compiling such index is changed, a reasonably comparable replacement or successor index or other mechanism to adjust Constant Dollars shall be designated by mutual agreement of the Parties (with any failure to so agree being resolved by arbitration pursuant to Article XIV).

1.19. Cost Allocations. The term "Cost Allocations" shall mean the method of allocating capital costs in accordance with the formulas set forth in Exhibit "H-1".

1.20. Construction Work. The term "Construction Work" shall mean any construction, reconstruction, demolition, replacement, alteration, erection, installation, remodeling, rebuilding or repair of any Improvement, excluding tenant improvements to interior portions of Buildings.

1.21. Default Rate. The term "Default Rate" shall mean the lesser of (a) four percentage points in excess of the "Prime Rate", or (b) the highest rate permitted by law (including as specified in the Davis-Stirling Act), if applicable. The interest rate ascertained as the Default Rate under this Agreement shall change as often as, and when, the Prime Rate changes or changes in the law occur, as the case may be.

1.22. Design Guidelines. The term "Design Guidelines" shall mean the design guidelines attached hereto as Exhibit "D", as the same may be amended or supplemented from time to time by the mutual agreement of the Parties.

1.23. Development Agreement. The term "Development Agreement" shall mean that certain agreement captioned "DEVELOPMENT AGREEMENT" by and between RTD and Catellus, dated as of October 30, 1991, a memorandum of which was recorded

on \_\_\_\_\_, 1992, in the Official Records of Los Angeles County, California, as Instrument No. \_\_\_\_\_, as the same may be amended from time to time.

1.24. East Portal. The term "East Portal" shall mean that portion of Parcel 1 upon which the east portal of the "Tunnel" and the east entrance to that certain Metro Rail station located subjacent to the Property are presently or are to be constructed, including land and existing or proposed improvements located thereon, all as designated on Exhibit B as the "East Portal". The East Portal shall include retail, art, landscaping and common access elements. The horizontal circulation areas located above level P-1 of the East Portal and all vertical circulation areas within the East Portal excluding Metro Rail stairs, elevators and escalators on or below level P-1 and excluding the dome, if any, covering the East Portal shall be Common Public Transit Facilities, and all other portions of the East Portal shall be Pure Public Transit Facilities.

1.25. Emergency. The term "Emergency" shall mean a condition requiring immediate repair, replacement or other action: (a) to prevent damage to any portion of the Property or the Improvements; (b) to prevent damage to any neighboring property or portion thereof; (c) for the safety of "Occupants" or any other Person; (d) to avoid the suspension of any necessary service in the Project; or (e) to comply with "Environmental Laws."

1.26. Environmental Laws. The term "Environmental Laws" shall mean any federal, state, and local laws, ordinances, rules, regulations, requirements, orders, directives, guidelines, or permit conditions in existence as of the date of this Agreement or as later enacted, promulgated, issued or adopted, regulating or relating to "Hazardous Substances", and all applicable judicial, administrative and regulatory decrees, judgments and orders and common law, including those relating to industrial hygiene, safety, property, health or environmental protection or the reporting, licensing, permitting, use, analysis, generation, manufacture, storage, discharge, release, disposal, transportation, investigation or "Remediation" of Hazardous Substances.

1.27. Expense Allocations. The term "Expense Allocations" shall mean the method of allocating Common Expenses and JMC administrative costs (including maintenance, repair and operating costs) in accordance with the formulas set forth in Exhibit "H-2".

1.28. Exclusive Parking Facilities Expenses. The term "Exclusive Parking Facilities Expenses" shall mean: (a) all operating, repair, ownership, restoration, construction, reconstruction, replacement and maintenance costs, expenses and capital expenditures incurred by Property Manager in the performance of its duties with respect to the Exclusive Parking Facilities as set forth herein (but not the cost of their initial construction) including capital expenditures as mandated by Legal Requirements; and (b) any management fees payable pursuant to Section 6.04 to Property Manager.

1.29. Exclusive Transit Facilities. The term "Exclusive Transit Facilities" shall mean those portions of the Public Transit Facilities to which access is restricted by the Public Transit Authority in its sole discretion (upon a finding, from time to time, by the Public Transit Authority that such portions are necessary for the operation, maintenance, security and other exclusive transit related functions of the Public Transit Facilities) to the Public

Transit Authority, Property Manager (to the extent such portions are included within the Management Areas) and their respective agents, representatives, employees, officers, directors, licensees and contractors, but not including other Owners, the general public transit users, Building users or Occupants; provided that, in designating the portions of the Public Transit Facilities which will be Exclusive Transit Facilities, the Public Transit Authority may not unreasonably interfere with the use of and access to a Parcel by the Owner of such Parcel or such Owner's Permittees. This term is defined for access purposes only.

1.30. First-Class Project. The term "First-Class Project" shall mean an integrated mixed-use project containing governmental and/or commercial office buildings, public transit facilities (including facilities for train, bus and other transit access and turnaround, and for passenger access and accommodation), and service retail, hotel and other improvements constructed, operated, maintained, restored and replaced in accordance with standards comparable to those of commercial buildings and improvements located in first-class mixed-use (including public transit) projects of a size comparable to the Project; for example, such standards shall be comparable to (a) the 16th Street Transit Mall in Denver, Colorado, as to bus facilities; (b) the Union Station project in Washington, D.C., as to the interface of rail, parking and retail facilities; (c) Plaza Los Fuentes in Pasadena, California, as to the interface of office and retail facilities; (d) the Citicorp One and Two office buildings in downtown Los Angeles, California, as to the lobbies and exteriors of Buildings; and (e) the Home Savings of America building located at the corners of 7th Street and Flower Street in Los Angeles, California, as to the interface of office and rail transit facilities. The completion of each portion or phase of the Project in accordance with the foregoing standards shall establish the standards for the next portion or phase so that each successive portion or phase of the Project shall, at a minimum, meet the building standards of the prior portion or phase, provided that the latter have not been built to extraordinary standards as measured by the foregoing examples.

1.31. Governmental Authorities. The term "Governmental Authorities" shall mean all federal, state, county, municipal and local governmental and quasi-governmental bodies and authorities (including the United States of America, the State of California, the City, the County of Los Angeles, RTD and any political subdivision, public corporation, district or other political or public entity) or departments thereof having or exercising jurisdiction over the Parties, the Property, or such portions thereof as the context indicates.

1.32. Hazardous Substances. The term "Hazardous Substances" shall mean any chemical, substance, material, object, condition, waste or combination thereof (i) the presence of which requires investigation or remediation under any applicable statute, regulation, ordinance, order, action, policy or common law; (ii) which is defined as a "hazardous waste", "hazardous substance", "hazardous material", pollutant, toxic or contaminant under any statute, regulation, rule or ordinance or amendments thereto of any Governmental Authority; (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is regulated by any Governmental Authority; or (iv) the presence of which on the Property causes or threatens to cause a nuisance or injury upon the Property, to adjacent properties or to the environment or poses or threatens to pose a hazard to the health or safety of persons on or about Property.

1.33. Improvement Plans. The term "Improvement Plans" shall have the meaning set forth in Section 4.02.

1.34. Improvements. The term "Improvements" shall mean all buildings, outbuildings, parking or loading areas, driveways, roadways or walkways, display or storage areas, arcades, stairs, decks, "Utility Facilities", fences, walls, screening walls, retaining walls, barriers, poles, signs, canopies, supports, loading docks, truck ramps and other outward extensions of a building, and all other structures, installations, systems and landscaping of any kind (whether above or below the ground) within the exterior boundaries of the Property, including the Buildings, the Common Facilities, the Public Transit Improvements and any replacements, additions, repairs or alterations thereto of any kind whatsoever.

1.35. Indemnify; Indemnifying Person; Indemnified Persons. Whenever any provision of this Agreement requires one Person to "Indemnify" any other Person, the Person upon whom the indemnification obligation is imposed (the "Indemnifying Person") shall be obligated to defend, protect, indemnify and hold such other Person and such other Person's partners, officers, directors, shareholders, employees, agents and representatives (collectively, the "Indemnified Persons") harmless from and against any and all "Loss" arising directly or indirectly, in whole or in part, out of the act, omission, event, occurrence or condition with respect to which the Indemnifying Person is required to Indemnify such Indemnified Persons, whether such act, omission, event, occurrence or condition is caused by the Indemnifying Person or its partners, officers, directors, shareholders, employees, agents, representatives or contractors, or by any natural cause, foreseen or unforeseen; provided that no Indemnified Person shall be Indemnified against any Loss to the extent such Loss arises from the gross negligence or willful misconduct of such Indemnified Person or of such Indemnified Person's partners, officers, directors, shareholders, employees, agents, representatives or contractors. Any Indemnified Person may demand that the Indemnifying Person defend, on behalf of the Indemnified Person, any claim, lawsuit or other proceeding lodged or filed against the Indemnified Person by a third party relating to an Indemnified Loss, or may elect instead to conduct its own defense using counsel approved by the Indemnifying Person (which approval shall not be unreasonably withheld or delayed), but in either such case the indemnification provisions hereof shall be fully applicable and the Indemnifying Person shall be responsible for paying all costs of the Indemnified Person's defense, including reasonable attorneys' fees and court costs.

1.36. Interested Party. The term "Interested Party" shall mean any Party that can reasonably demonstrate that the Improvements to be constructed as a proposed Major Construction Work would have a material adverse impact on the cost to maintain or the safety, integrity or utility of such Party's Parcel, of any easement running in such Party's favor or of the Improvements located thereon or such Party's use of its Parcel or of any easement running in such Party's favor. As to the Public Transit Authority, material adverse impact, for purposes of this Section, shall include material adverse changes in vehicular and pedestrian traffic, usage, volume or circulation patterns. Any disputes as to whether a Party is or is not an Interested Party shall be resolved by arbitration pursuant to Article XIV.

1.37. JMC. The term "JMC" shall mean the Joint Management Council established in accordance with Section 6.01B.

1.38. Legal Requirements. The term "Legal Requirements" shall mean all applicable (a) laws (including laws which relate to RTD's statutory mandate), ordinances, orders, judgments, rules, regulations, mandatory guidelines and other requirements of Governmental Authorities (except that, as to RTD, only those rules, regulations and requirements which relate to RTD's police powers will be Legal Requirements) and (b) requirements of public and private utilities providing service to the Property, to the extent that the same shall impose any duty upon or grant any right or power to any Owner or Occupant with respect to its Parcel or the use or occupancy thereof, or the Public Transit Authority with respect to the Public Transit Facilities or the use or occupancy thereof, including with respect to each of the foregoing laws or regulations that require alterations or improvements to the Improvements on any Parcel, whether foreseen or unforeseen, ordinary or extraordinary. "Legal Requirements" shall include the "Subdivision Conditions" (if approved by the Parties pursuant to Section 2.11).

1.39. Loss. The term "Loss" shall mean all costs and expenses arising out of all claims, demands, losses, damages, liens, liabilities, injuries, deaths, penalties, relocation or disruption of use, fines, lawsuits and other proceedings, judgments and awards rendered therein, including reasonable attorneys' fees and court costs, and all other costs and expenses.

1.40. Major Construction Work. The term "Major Construction Work" shall mean any Construction Work which would (a) materially affect any Building, the Common Facilities or the Public Transit Improvements or any portion thereof; (b) create new or additional Improvements (including Public Transit Improvements or interim or temporary improvements) on any Parcel and which would cost in excess of \$1,000,000 in Constant Dollars; or (c) alter or demolish in any material way the building shell (including foundation, curtain wall, floor, roof and other structural elements) of any Improvements (including Public Transit Improvements). Notwithstanding the foregoing, "Major Construction Work" shall not include the initial construction, pursuant to the Development Agreement, the "Phase I Public Transit Improvements", the Building or Buildings constituting the "Phase I Improvements", the Building or Buildings constituting the "Phase II Improvements", or the "Phase II Public Transit Improvements".

1.41. Management Areas. The term "Management Areas" shall mean collectively: (a) the Common Facilities; (b) Exclusive Parking Facilities; and (c) all Public Transit Facilities except those with respect to which the Public Transit Authority shall elect, from time to time by written notice to Property Manager in accordance with Section 6.01A, to perform property management functions because such functions are integral to the Public Transit Authority's management, operations or security; provided, however, that the Public Transit Authority shall have no right to make such election with respect to any Parking Facilities. This term is defined only for purposes of allocating management responsibilities to Property Manager.

1.42. Management Documents. The term "Management Documents" shall mean the PMA, the "Management Standards" and the "Project Rules and Regulations".

1.43. Management Standards. The term "Management Standards" shall mean those certain standards agreed to by the Parties, as modified from time to time by the JMC and on file with the JMC governing management of the Management Areas, service entrances, loading areas, lobbies, entrances and

building exteriors, as a First Class Project. The Management Standards may include standards of operational management and security specifically applicable to the Exclusive Transit Facilities on the one hand as compared to the operations of any other area governed by the Management Standards. The Management Standards will not be applicable to Public Transit Functions, the standards for which the Public Transit Authority shall have the sole right to determine.

1.44 Metro Plaza. The term "Metro Plaza" shall mean that certain roadway and pedestrian system containing a landscaped and art-scaped median to be constructed on Parcel 1 (or a subdivided portion thereof) and across a portion of the South Roadway pursuant to the Development Agreement, all as shown on the "Work Plans" (as such term is defined in the Development Agreement), to be used primarily for drop-off and boarding of buses and other vehicles by passengers and Permittees and, subject to the Project Rules and Regulations, for ingress and egress to the Public Transit Improvements and the Project. The inner two lanes of the roadway portion of the Metro Plaza shall be a Pure Public Transit Facility. The remaining portions of the Metro Plaza, including the circulation lane and drop off lane of the roadway portion of the Metro Plaza and landscaped and hardscaped portions of the Metro Plaza shall be a Common Public Transit Facility.

1.45. Metro Rail. The term "Metro Rail" shall mean that certain transit guideway system known as the "Metro Rail Red Line" transportation system constructed or to be constructed in Los Angeles County, California.

1.46. Mortgagee; Mortgagor; Mortgage. The term "Mortgagee" shall mean any mortgagee, beneficiary under any deed of trust, trustee of Bonds, governmental agency which is a grantor of funds, and, with respect to any Parcel which is the subject of a sale-leaseback transaction, the Person acquiring fee title. The term "Mortgagor" shall mean the mortgagor or trustor under a "Mortgage" (or lessee, in the case of a sale-leaseback transaction). The term "Mortgage" shall mean any indenture of mortgage or deed of trust, Bonds, grant of taxable or tax exempt funds from a governmental agency and, to the extent applicable, the documents governing a sale-leaseback transaction.

1.47. Occupant. The term "Occupant" shall mean any Person from time to time entitled to use and occupy any portion of a Building pursuant to a lease or any Parcel pursuant to a ground lease.

1.48. Owner. The term "Owner" shall mean, subject to the following and Section 6.07, each Person (including, where applicable, the Public Transit Authority) who owns fee simple title to any Parcel or any portion thereof, including the fee owner of any portion of the Parking Facilities. The term "Owner" shall also mean the vendor or vendors under an executory contract of sale for a Parcel but shall not include any Person having an interest in a Parcel, the Improvements thereon or any portion thereof merely as security for the performance of an obligation (including a Mortgage).

1.49. Owner Taxes. The term "Owner Taxes" shall mean all Taxes that are imposed, levied or assessed upon or with respect to (i) any individual Owner or its Occupants, or (ii) all or a portion of any individual Parcel or Improvements, to the extent such Taxes are apportioned to the land or to the Improvements located in, on or under such Parcel in the manner set forth in Section 7.04.



1.50. Parcel. The term "Parcel" shall mean Parcel 1, Parcel 2, the West Property and any other separate legal lot or parcel created on the Property after the Effective Date as shown on a subdivision, tract, or parcel map. The term "Parcel" shall include any property which, after the Effective Date, shall become part of or form a legal lot or parcels in connection with an addition of property or a reconfiguration or split of any existing Parcel or Parcels pursuant to Sections 5.08 and 15.11.

1.51. Parking Facilities: Public Transit Parking Facilities: Exclusive Parking Facilities. The term "Parking Facilities" shall mean those portions of the Project which are designed for use as parking areas for passenger and service vehicles (other than buses), whether located on the surface of any Parcel, in or on a parking structure, in an underground area beneath or adjacent to a Building or beneath the portion of the realigned Vignes Street right-of-way which runs along the east side of the Property, and includes the incidental and interior walkways, stairways, tunnels, curbs and landscaping therein and the ramps and roadways providing access to such parking areas. The term "Public Transit Parking Facilities" shall mean such Parking Facilities as are included in the Public Transit Improvements and made available by the Public Transit Authority for use as public parking areas for Permittees of Metro Rail and other public transit systems and which do not, in accordance with Section 6.07, become Exclusive Parking Facilities. The term "Exclusive Parking Facilities" shall mean any Parking Facilities (other than the Public Transit Parking Facilities) that are restricted to the exclusive use of any Owner and its Permittees. Nothing in this definition is intended to create any right in favor of any Person to use any Parking Facilities, any such rights being granted pursuant to Article II or otherwise by the Owner of the subject Parking Facility.

1.52. Parties. The term "Parties" shall mean the Owners and the Public Transit Authority, collectively, and the term "Party" shall mean any Owner or the Public Transit Authority, individually.

1.53. Percentage Share. The term "Percentage Share" shall mean a percentage applicable, from time to time, to a Party determined on the basis of the Parties' respective share of Expense Allocations.

1.54. Permittees. The term "Permittees" shall mean, as to each Party, its respective Occupante, officers, directors, employees, agents, patrons, guests, customers, invitees, contractors, visitors, licensees, vendors, suppliers, tenants and concessionaires.

1.55. Person. The term "Person" shall mean individuals, partnerships, firms, associations, corporations, trusts and any other form of governmental or business entity, and the singular shall include the plural.

1.56. Phase I: Phase I Improvements: Phase I Public Transit Improvements. The term "Phase I" shall mean that phase of the Project which Catellus and RTD intend (but shall not be obligated) to develop and construct, prior to "Phase II", on Parcel 1, portions of Parcel 2 and the Public Transit Use Areas and shall include the "Phase I Improvements", the "Phase I Public Transit Improvements" and a portion of the "South Roadway", all as more fully described in the Development Agreement. The term "Phase I Improvements" shall mean those Improvements, if any, to be constructed on Parcel 1 consisting of a Building or Buildings to serve as RTD's headquarters office and transit police facilities (including related service

uses) and ancillary retail, together with associated parking and any required on- and off-site infrastructure ancillary thereto, all as more particularly described in the Development Agreement, but exclusive of Public Transit Improvements. The term "Phase I Public Transit Improvements" shall mean those Public Transit Improvements comprising part of Phase I, which may be constructed on or below portions of the Property and Vignes Street prior to, concurrently with or after construction of the Phase I Improvements, all as more particularly described in the Development Agreement.

1.57. Phase II: Phase II Improvements: Phase II Public Transit Improvements. The term "Phase II" shall mean that phase of the Project to be developed, if at all, on Parcel 2 and portions of the Additional Land, including the "Phase II Improvements", "Phase II Public Transit Improvements", and any portion of the South Roadway not constructed as part of Phase I, all as more fully described in the Development Agreement. The term "Phase II Improvements" shall mean those improvements, if any, to be constructed on Parcel 2 and the Additional Land which, if constructed, shall consist of predominantly governmental and/or commercial office space with ancillary retail, associated parking and any required on- and off-site infrastructure ancillary thereto, but exclusive of Public Transit Improvements, all as more particularly described in the Development Agreement, provided that Phase II Improvements shall not include any Building (a) not containing a portion of the "Required Phase II Square Footage" (as such term is defined in the Development Agreement), or (b) as to which a certificate of substantial completion was issued after the "Vesting Expiration Date" (as such term is defined in the Development Agreement). The term "Phase II Public Transit Improvements" shall mean those Public Transit Improvements comprising part of Phase II, to be constructed on portions of Parcel 2 and the Additional Land concurrently with construction of Phase I, unless otherwise requested by the Public Transit Authority, all as more particularly described in the Development Agreement.



1.58. PMA. The term "PMA" shall mean the Property Management Agreement, being that certain agreement by and between the JMC and any Property Manager governing the terms and conditions of management and maintenance of the Management Areas in conformance with the Management Standards. Since a portion of the Management Areas shall be financed by public funds and tax-exempt funds, the JMC shall insure that the terms of the PMA and any subcontracts thereto shall conform to all Legal Requirements including those pertaining to tax-exempt and grant fund financing to the extent such forms of financing are utilized by any Party or cover portions of the Property or any Improvements constructed thereon.

1.59. Prime Rate. The term "Prime Rate" shall mean the per annum rate of interest from time to time announced by Wells Fargo Bank, or its successor, as its prime rate or its reference rate or equivalent. In the event that neither Wells Fargo Bank nor a successor thereto exists, the prime rate, reference rate or equivalent established by that certain bank incorporated in the State of California having the greatest assets shall be the Prime Rate. The interest rate ascertained as the Prime Rate under this Agreement shall change as often as, and when, said announced rate changes.

1.60. Proceeds. The term "Proceeds" shall mean the net amount of insurance proceeds received by any Person on account of damage to or destruction of the Project or any portion thereof, or the net amount of any compensation or award received on account of a Condemnation, in either case net of the reasonable costs and expenses incurred by such Person in collecting said amounts (including reasonable attorneys' fees).

1.61. Project. The term "Project" shall mean the Property and all of the Improvements from time to time constructed thereon, including Phase I and Phase II.

1.62. Project Documents. The term "Project Documents" shall mean this Agreement, the Design Guidelines, the Development Agreement, the Subdivision Conditions (if approved by the Parties pursuant to Section 2.11), the "Public Transit Use Agreement", the Management Standards, the Tunnel Access Agreement, and the Project Rules and Regulations.

1.63. Project Rules and Regulations. The term "Project Rules and Regulations" shall mean the rules and regulations adopted from time to time governing the use and enjoyment by the Parties and their respective Permittees of the Management Areas (other than the Exclusive Transit Facilities, the use and enjoyment of which shall be regulated exclusively by the Public Transit Authority), as the same may be amended or supplemented from time to time by the JMC. The Project Rules and Regulations may contain separate provisions regulating the use and enjoyment of those Public Transit Facilities governed by the Project Rules and Regulations, which may be amended or supplemented from time to time by the Public Transit Authority with the consent of the JMC; provided that the consent of the JMC shall not be required for immaterial modifications to such public transit regulations (although the Public Transit Authority will send notice thereof to the JMC) and shall not be unreasonably withheld or delayed for amendments or supplements to the public transit regulations which are consistent with the operation of a First-Class Project or are required to meet Legal Requirements or reasonable requirements of any Mortgagee of the Public Transit Authority. The Project Rules and Regulations will not apply to Public Transit Functions.

1.64. Property. The term "Property" shall mean all real property, Public Transit Easements and other easements from time to time subject to this Agreement, including any Additional Land, additional real property or easement which becomes subject to this Agreement pursuant to Sections 5.08 or 15.11 or the Public Transit Use Agreement, together with all Improvements thereon and excluding any real property released from the effect of this Agreement in accordance with Sections 5.08 and 15.11. As of the Effective Date, "Property" means Parcel 1, Parcel 2, the Triangle Parcel and the West Property.

1.65. Property Manager. The term "Property Manager" shall mean that certain contractor, or, collectively, those certain contractors, responsible, in accordance with Section 6.04, under the provisions of the PMA for the day-to-day management and maintenance of the Management Areas in conformance with the Management Standards for the benefit of all Parties. The "Property Manager" is to be distinguished from the property manager of any individual Building and from the "Public Transit Authority". The Property Manager may, but need not, be an Owner.

1.66. Public Transit Authority. The term "Public Transit Authority" shall mean the governmental agency or private entity which owns all or any portion of the Public Transit Facilities. If there is more than one such entity, the Public Transit Authority shall be designated in accordance with Section 12.05. If so designated by the Owner or designated Owner of the Public Transit Facilities, the Public Transit Authority shall be the governmental entity from time to time having primary responsibility for the operation of the Metro Rail and public transit buses utilizing the Public Transit Improvements. The Public Transit Authority initially shall be RTD.

1.67. Public Transit Easements. The term "Public Transit Easements" shall mean those certain easements granted by Catellus to RTD pursuant to the Public Transit Use Agreement. The existing Public Transit Easements are shown on Exhibit "E-1" and additional areas which, pursuant to Section 5.08 and Article II of the Public Transit Use Agreement, may become subject to Public Transit Easements are shown on Exhibit "E-2".

1.68. Public Transit Facilities. The term "Public Transit Facilities" shall mean all "Public Transit Use Areas" and "Public Transit Improvements".

1.69. Public Transit Functions. The term "Public Transit Functions" shall mean operational services (including the administration and maintenance of transit operation systems) and security in connection with the public transit system and ancillary transit facilities and services (such as, by way of example only, security, ticketing, dispatch and transit information displays), but excluding all parking operations. This term is defined only to establish certain operational responsibility of the Public Transit Authority throughout the Public Transit Facilities.

1.70. Public Transit Improvements. The term "Public Transit Improvements" shall mean those certain public transit improvements comprising part of the Project which shall be constructed on the "Public Transit Use Areas" in phases with other Improvements. The Public Transit Improvements shall include the Metro Plaza, a bus terminal facility, the South Roadway, the East Portal, the Public Transit Parking Facilities and any required infrastructure ancillary thereto, together with additional public improvements required in connection therewith, including all apparatuses, machinery, devices, fixtures, appurtenances, equipment and personal property necessary, convenient or desirable for the proper operation and maintenance of the Public Transit Improvements for public transit purposes and uses incidental thereto including ancillary retail. The initial Public Transit Improvements contemplated as of the Effective Date are depicted on Exhibit "E-1".

1.71. Public Transit Use Agreement. The term "Public Transit Use Agreement" shall mean that certain agreement captioned "PUBLIC TRANSIT USE AGREEMENT" by and between The Southern California Rapid Transit District and Catellus Development Corporation, dated as of \_\_\_\_\_, 19\_\_\_\_, recorded on \_\_\_\_\_, 19\_\_\_\_, in the Official Records of Los Angeles County, California, as Instrument No. \_\_\_\_\_, as the same may be amended from time to time.

1.72. Public Transit Use Areas. The term "Public Transit Use Areas" shall mean those areas of the Property upon which the Public Transit Improvements may be constructed and (a) upon which RTD has obtained or shall have obtained the Public Transit Easements or (b) upon which RTD has agreed to permit public transit use. The existing Public Transit Use Areas located on portions of the Property owned by Catellus are shown on Exhibit "E-1" (these are the areas affected by the Public Transit Easements which exist as of the Effective Date), and additional areas owned or to be acquired by Catellus which, pursuant to Section 5.08 and Article II of the Public Transit Use Agreement, may become Public Transit Use Areas on portions of the Property (these are the portions of the Additional Land which will be owned by Catellus and will be affected by additional Public Transit Easements) are shown on Exhibit "E-2". The existing Public Transit Use Areas located on portions of the Property owned by RTD are shown on Exhibit "E-3", and additional areas owned or to be acquired by

RTD which, pursuant to Section 5.08 and Article II of the Public Transit Use Agreement, may become Public Transit Use Areas are shown on Exhibit "E-4".

1.73. Pure Public Transit Facilities. The term "Pure Public Transit Facilities" shall mean as of the Effective Date those Public Transit Facilities as shown on Exhibit "G-2" for which all operating, repair, ownership and maintenance costs and expenses, all capital improvement and replacement costs and Taxes, if any, shall be borne by the Public Transit Authority and shall exclude the Common Public Transit Facilities. The Pure Public Transit Facilities include all Public Transit Parking Facilities except those sold to third parties pursuant to Section 6.07 which are converted to Exclusive Parking Facilities. The Pure Public Transit Facilities are shown on Exhibit "G-2". This term is defined for purposes of allocating to the Public Transit Authority responsibility for the expenses of the Pure Public Transit Facilities.

1.74. Pure Public Transit Facilities Expenses. The term "Pure Public Transit Facilities Expenses" shall mean: (a) all operating, repair, ownership, restoration, construction, reconstruction, replacement and maintenance costs, expenses and capital expenditures incurred by Property Manager in the performance of its duties with respect to the Pure Public Transit Facilities as set forth herein (but not the cost of their initial construction) including capital expenditures as mandated by Legal Requirements; and (b) any management fees payable pursuant to Section 6.04 to Property Manager.

1.75. Remediation. The term "Remediation" means any of those actions with respect to Hazardous Substances constituting a response or remedial action as defined under Section 101(25) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA") (42 U.S.C. §9601 et seq.), and similar actions with respect to Hazardous Substances as defined under comparable state and local laws, and/or other investigation, analysis, cleanup, removal, containment, abatement, recycling, transfer, monitoring, storage, treatment, disposal, closure, restoration or other mitigation or remediation of Hazardous Substances required pursuant to this Agreement including, but not limited to, any such actions required or requested by the California Environmental Protection Agency and all of its sub-entities including the Regional Water Quality Control Board - Los Angeles Region, the State Water Resources Control Board, the Department of Toxic Substances Control and the California Air Resources Board; the City, the County of Los Angeles; the South Coast Air Quality Management District; the United States Environmental Protection Agency; and/or any other federal, state or local governmental agency or Governmental Authorities or entity that has jurisdiction in connection with the use, storage, transfer, disposal, treatment or presence of Hazardous Substances in, on, under, about or affecting the Property. However, Remediation shall not mean dewatering activities on or under the Property including any removal, treatment and disposal of contaminants from groundwater required due to excavation, construction or development activities. All references to a Governmental Authority, agency or agencies shall mean and include any successor agency.

1.76. Rentable Area. The term "Rentable Area" shall bear the same meaning as is ascribed to it in the current definition thereof by the Building Owners and Managers Association and applicable to office buildings. The Rentable Area of the Common Facilities and Public Transit Improvements shall be deemed for all purposes to be zero. During any period of damage, destruction, razing, rebuilding, repairing,

replacement or reconstruction to any Building, the Rentable Area of such Building shall be equitably recomputed to reflect the damage or destruction. Pending any such repair, rebuilding, replacement or reconstruction, Rentable Area shall be equitably recomputed. The Rentable Area shall be subject to change from time to time, and shall initially be zero for all Parcels. Within 60 days after the issuance of a temporary certificate of occupancy for any Building or the razing, rebuilding, repairing, replacement or reconstruction of any Building on the Property, the Party performing such work shall, at its sole cost and expense, cause its architect to determine and furnish to the Parties a written certification of the Rentable Area of the Building in question to each Party. Any affected Party shall be deemed to have approved such Rentable Area determination unless it shall have delivered written disapproval of such Rentable Area determination to the Party performing such work within 20 days of its receipt of the architect's written certification of Rentable Area, and the reasonableness of any disapprovals of a Rentable Area determination under this Section shall be resolved by arbitration pursuant to Article XIV. Nothing in this Agreement shall be deemed to prevent a Party from using a different rentable area definition in its leasing or financing activities as between such Party and its Occupants or Mortgagees, provided that use by any Party of such a different rentable area definition shall not affect calculations of Rentable Area for purposes of this Agreement.

1.77. Sign Criteria. The term "Sign Criteria" shall mean the criteria governing use and placement of signs on the Property and shall be included in the Design Guidelines. The Sign Criteria shall not be applicable to temporary signs, if any, erected during the construction of Phase I or Phase II.

1.78. South Roadway. The term "South Roadway" shall mean that certain upper level roadway to be constructed in accordance with the Development Agreement on Parcel 2 along the southerly boundary of the Property (commencing at the easterly boundary of the West Property), connecting to the El Monte busway and extending to the east of the Property to intersect with Ramirez Street. The South Roadway shall be a Common Public Transit Facility.

1.79. Subdivision Conditions. The term "Subdivision Conditions" shall mean the conditions and restrictions imposed upon the Property pursuant to the City's approval of any creation, vacation or reconfiguration of lot or parcel lines or streets in accordance with applicable Legal Requirements. Any Subdivision Conditions shall be subject to the prior written approval of the Parties pursuant to Section 2.11.

1.80. Taxes. The term "Taxes" shall mean, except as expressly limited below, all taxes, assessments, fees, impositions and charges imposed, levied or assessed upon or with respect to: (a) all Improvements or any part of such Improvements or any personal property used in connection therewith; (b) the ownership, leasing, operation, management, maintenance, repair or occupancy of all or any portion of any Parcel or Improvement or any personal property located thereon or therein; (c) any Parcel or portion thereof or any Improvements or personal property located on or within any Parcel; or (d) the interest of any Owner therein. Taxes shall include, whether now existing or hereafter enacted or imposed, all general real and personal property taxes and general and special assessments (including special assessments for off-site improvements and improvement district assessments), all increased real estate taxes resulting from a change of ownership or new construction in the Property or any portion thereof, all charges, fees and assessments for or with respect

to transit, housing, job training, police, fire or other governmental or quasi-governmental services or purported benefits to or burdens attributable to the Property or any Parcel or any of the property described in the preceding sentence, all service payments in lieu of taxes, possessory interest taxes, and any tax, fee or excise on the act of entering into any lease or ground lease or on the use or occupancy of the Property, or any part thereof, or on the rent payable under any lease or ground lease or in connection with the business of renting space in the Property that are now or hereafter levied or assessed against the Property, any Owner or Occupant or any Improvements, by any Governmental Authority and shall also include any other tax, fee or other excise, however described, that may now or hereafter be levied or assessed as a substitute for, or as an addition to, as a whole or in part, any other Taxes, whether or not now customary or in the contemplation of RTD or Catellus as of the date of this Agreement, whether ordinary or extraordinary, foreseen or unforeseen. Taxes shall not include any franchise, transfer, inheritance or capital stock taxes or any income taxes measured by the net income of any Owner or Occupant from all sources, unless, due to a change in the method of taxation, any such taxes are levied or assessed against any Owner or Occupant as a substitute for, directly or indirectly, as a whole or in part, any other tax or imposition that would otherwise constitute a Tax. No sum due from any Party pursuant to the Cost Allocations or Expense Allocations shall be deemed taxes.

1.81. Triangle Parcel. The term "Triangle Parcel" shall mean the triangularly shaped property owned by Catellus, as described on Exhibit "A-3".

1.82. Trip Demand. The term "Trip Demand" shall bear the same meaning as is ascribed to "Vehicle Daily Trips" (VDT) in the current International Transportation Engineers (ITE) guidelines. During any period of damage, destruction, razing, rebuilding, repairing, replacement or reconstruction to any Improvement generating Trip Demand, the Trip Demand of such Improvement shall be equitably recomputed to reflect the damage or destruction. Pending any such repair, rebuilding, replacement or reconstruction, Trip Demand shall be equitably recomputed. The Trip Demand shall be subject to change from time to time as described in Exhibit "H-2" and shall initially be zero for all Parcels. Nothing in this Agreement shall be deemed to prevent a Party from using a different trip demand definition in its operations or other activities, provided that use by any Party of such a different trip demand definition shall not affect calculations of Trip Demand for purposes of this Agreement.

1.83. Tunnel. The term "Tunnel" shall bear the same meaning as is ascribed to such term in the Tunnel Access Agreement, as the same may be renovated or altered from time to time. As of the Effective Date, the Tunnel is owned by Catellus. The Tunnel, although located in part on the West Property, is not an Improvement. Non-exclusive access to and through the Tunnel shall be provided to the Parties and their respective Permittees pursuant to the Tunnel Access Agreement.

1.84. Tunnel Access Agreement. The term "Tunnel Access Agreement" shall mean that certain agreement, captioned "TUNNEL ACCESS EASEMENT AGREEMENT", dated as of \_\_\_\_\_, 19\_\_\_\_, by and between RTD and Catellus, recorded on \_\_\_\_\_, 19\_\_\_\_, in the Official Records of Los Angeles County, California as Instrument No. \_\_\_\_\_.

1.85. Unavoidable Delays. The term "Unavoidable Delays" shall mean delays beyond the control of the Person claiming the same and shall include the following: (a) delay attributable to acts of God, strikes or labor disputes, (b) delay attributable to governmental laws or restrictions, delay in permit processing or litigation relating to (i) entitlements, (ii) CEQA review, or (iii) the development or use of the Property for the purposes described herein, (c) delay attributable to inclement weather or earthquake resulting in suspension of site work for safety purposes, i.e., heavy rainfall, (d) delay attributable to inability to procure or general shortage of labor, equipment, materials or supplies in the open market, or failure of transportation, (e) termination of existing funding for reasons other than that caused by breach or default by the Person receiving such funding under any Project Document or any document or documents pertaining to such financing, (f) delay caused by acts of a public enemy, insurrections, riots, mob violence, sabotage, and malicious mischief, casualty or earthquake causing substantial damage to previously constructed improvements, (g) delay in performance of any term, covenant, condition or obligation under this Agreement for reasons beyond the control of the Person obligated to perform such term, covenant, condition or obligation, including default or delays of third parties and of any Party whether in rendering approvals or otherwise; and (h) delay caused by pending arbitration. In each case (a) through (h) aforesaid, "Unavoidable Delays" shall include the consequential delays resulting from any such cause or causes. For the purpose of this Section, a cause shall be beyond the control of the Person whose performance would otherwise be obligated only if such cause would prevent or hinder the performance of an obligation by any reasonable Person similarly situated and shall not apply to causes peculiar to the Person claiming the benefit of this Section (such as the failure to order materials in a timely fashion).

1.86. Union Station Project. The term "Union Station Project" shall mean that certain real property in the City, County of Los Angeles, State of California, more particularly described in Exhibit "A-5", proposed to be developed as an integrated multi-use project, including office, retail, hotel and public transit uses. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not bind, encumber or have any effect whatsoever on any portion of the Union Station Project other than the West Property (as such term may be defined from time to time). Upon the request of Catellus from time to time, each Party shall execute, acknowledge and deliver to Catellus an instrument, in recordable form, in favor of such Persons as Catellus may reasonably designate, to the effect that this Agreement does not so bind, encumber or have an effect on any portion of the Union Station Project other than the West Property (as such term may be defined from time to time).



1.87. Union Station Terminal Building. The term "Union Station Terminal Building" shall mean that certain building which, as of the Effective Date, serves as the main terminal for Amtrak (but not including Metro Rail), including baggage handling, ticketing and related rail services. Such building includes the entire historic structure (and not just the portions leased to Amtrak) and is designated as "Union Station Terminal Building" on Exhibit "C" hereto.

1.88. Utility Facilities. The term "Utility Facilities" shall mean all utility and service lines and systems serving the Project or portions thereof, including sewers; water pipes and systems; gas pipes and systems; drainage lines and systems; electrical power conduits, lines and wires; cable television lines; microwave communication systems; telephone conduits, lines and wires; security lines and systems; any utilities required for teleconferencing facilities; and other service or utility lines necessary or convenient to operate the Project as a First-Class Project.

1.89. West Property. The term "West Property" shall, as of the "Effective Date", mean that certain real property located in the City, County of Los Angeles, State of California, more particularly described in Exhibit "A-4" and designated on Exhibit "C" as the West Property. For purposes of this Agreement, the term "West Property" shall include any additional real property adjacent to and to the west of the Parcel(s) described on Exhibit "A-4" which becomes subject to this Agreement pursuant to Sections 5.08 and 15.11 and shall exclude any portion of the Parcel(s) described on Exhibit "A-4" released from the effect of this Agreement in accordance with Sections 5.08 and 15.11.

## ARTICLE II

### EASEMENTS AND LICENSES

2.01. Easements For Ingress and Egress. RTD and Catellus hereby establish, for the benefit of each Parcel and the Public Transit Easements, the following non-exclusive, mutually reciprocal elevated, surface and subterranean easements upon, across, in, over and under their respective Parcels: (a) an easement for vehicular ingress, egress and passage in, on, around, over, under, through and between the roadways, driveways, entrances, exits, ramps, and such other Common Facilities as are designed for such use; (b) an easement for pedestrian (including handicapped) ingress, egress, passage and accommodation in, on, around, over, under, through and between the sidewalks, plaza areas, malls, bridges, walkways, stairways, elevators, escalators, and such other portions of the Common Facilities as are designed for such use; and (c) an easement for uses incidental to vehicular and pedestrian ingress and egress in, on, around, over, under, through and between the aforesaid portions of the Common Facilities. The foregoing easement does not extend to Public Transit Facilities; all easements pertaining thereto are set out in Article II of the Public Transit Use Agreement and are incorporated herein during the term of this Agreement. Each Party may allow its respective Permittees to use the foregoing easements for the purposes and subject to the limitations set forth in this Agreement. Use of the portions of the Common Facilities and Public Transit Facilities described in this Section 2.01 or in Article II of the Public Transit Use Agreement shall be subject to the Project Rules and Regulations. Subject to fifteen (15) days' prior written notice to all Parties and the approval of the Parties to the extent required under Article IV or the Development Agreement, RTD and Catellus hereby reserve the right to each of them, without cost or expense to the other, to create, relocate,

alter or eliminate any driveways, roadways, ramps, sidewalks or other accessways, and such other portions of the Common Facilities and Public Transit Facilities as are designed for such use, located on such Party's Parcel or the Public Transit Use Areas, as the case may be, provided that, in all events, reasonably comparable vehicular and pedestrian access shall be maintained and the use of the Public Transit Facilities shall not be materially impaired.

2.02. Service Easement. RTD hereby establishes for the benefit of the West Property, a non-exclusive vehicular easement as shown on Exhibit "P" for access for service vehicles, loading and delivery to the West Property over Parcel 1. Said easement shall be subject to reasonable uniform regulation by RTD, including security. Subject to fifteen (15) days' prior written notice to all Parties and the approval of the Parties to the extent required under Article IV, RTD hereby reserves the right to create, relocate, alter or eliminate any driveways, roadways, ramps, sidewalks, and other portions of such service easement, provided that, in all events, reasonably comparable service vehicle access shall be maintained.

2.03. Utility Easements. Subject to Section 2.15, RTD and Catellus hereby establish for the benefit of each Parcel and the Public Transit Easements, a non-exclusive easement upon, across, in, over and under their respective Parcels and the Public Transit Easements for ingress to, egress from, and the construction, installation, operation, maintenance, repair, removal, and replacement of, the Utility Facilities. Each Party may allow its respective Permittees to use the foregoing easement for the purposes and subject to the limitations set forth in this Agreement. In exercising such easement rights, the Benefited Party may, subject to the provisions of Section 2.10, install and maintain Utility Facilities on a Burdened Interest and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of Buildings on such Burdened Parcel. Such Utility Facilities shall in all events be subject to the terms and conditions of Sections 3.07 and 5.09.

2.04. Construction License. Subject to Section 2.15, RTD and Catellus hereby establish for the benefit of each Party (being the Benefited Party) a temporary license to enter onto their respective Parcels and onto Public Transit Easements (being, in each case, the Burdened Interest) in order to construct, alter, add to, remodel, demolish, expand, repair or maintain Improvements on the Benefited Interest. Each Benefited Party may allow its respective Permittees to use the foregoing license for the purposes and subject to the limitations contained in this Agreement. Such license shall permit such activities as are reasonably necessary to achieve the purposes for which such license is granted, including the location of construction equipment and materials, erection of protective barricades, scaffolding and fencing, and access for construction vehicles and personnel in parking areas as may be required from time to time. Subject to extension for Unavoidable Delays, no construction license granted pursuant to this Section 2.04 shall have a term in excess of two years commencing upon the date when the construction in question is approved by the Burdened Party unless otherwise agreed in writing by the Benefited Party and the Burdened Party or unless at the expiration of said period the Benefited Party shall over the prior six (6) months have been diligently and continuously proceeding with such construction and shall thereafter continue to do so. The Party who is exercising the license granted under this Section 2.04 shall do all things reasonably necessary and proper in accordance with the standards of the building construction industry in the City to keep that portion of the Burdened Interest which is subject to such license in a

safe and clean condition and shall also comply with all Legal Requirements in exercising such license.

2.05. Drainage Easement. RTD and Catellus hereby establish, for the benefit of each Parcel and the Public Transit Easements, a nonexclusive drainage easement upon, over, under and/or across their respective Parcels to permit the drainage of water flowing or pumped from a Benefited Interest or Improvements thereon across the Property. The Benefited Party shall utilize the surface of the Property for exercise of such easement where reasonably feasible or, if not reasonably feasible, shall utilize drainage conduits for drainage to the streets or drainage system adjacent to the Property. Use of the foregoing easement shall be in accordance with any and all on-site grading and drainage plans (if any) approved by the Governmental Authorities and any and all on-site grading and drainage permits issued by the Governmental Authorities as such plans and permits may be amended or modified from time to time. No Improvements, grading or other alteration of the surface of any Burdened Interest shall be undertaken which would have the effect of (i) impeding the proper surface drainage of the Property to the detriment of any Parcel or Public Transit Use Area, or (ii) materially adversely affecting the Burdened Party's development plans, or (iii) increase the costs of or impose additional obligations or burdens upon the Burdened Party with respect to the Burdened Interest except in any such case upon the prior written approval of the Burdened Party.

2.06. Maintenance Access Easements. RTD and Catellus hereby establish for the common benefit of the Parties a non-exclusive easement upon, across, in, over and under their respective Parcels and the Public Transit Easements for the sole purpose of permitting the Property Manager access to perform the obligations of Property Manager under this Agreement and the PMA, including the administration, operation, repair, removal, construction, use, maintenance, replacement, management and control of the Management Areas.

2.07. Encroachment Easement. If (a) any Common Facilities actually encroach upon any portion of an Improvement, or (b) any Improvement actually encroaches upon an adjacent Parcel, any portion of the Common Facilities or the Public Transit Facilities, or (c) any Public Transit Improvement actually encroaches upon any portion of a Parcel not part of a Public Transit Use Area, in each case whether such encroachment results from (i) the initial construction or (ii) subsequent repair, reconstruction, settlement or shifting of the same (provided such encroachment in all cases (a), (b) or (c) is minor and unintentional and does not materially impair the use by the Burdened Party of the affected Burdened Interest), there shall be deemed to be easements in favor of the encroaching Party by the Burdened Party to the extent of such encroachment so long as the same shall exist.

2.08. Excavation Easement. Subject to Section 2.15, RTD and Catellus hereby establish, for the benefit of each Parcel and the Public Transit Easements, a non-exclusive easement upon, across, in, over and under the Property for the purpose of excavating, backfilling, underpinning, constructing, locating and maintaining all support systems, shorings, footings, bearing walls, caissons and other foundations or support structures necessary for the foundation and structural support of the Improvements to be constructed on, under or adjacent to each Burdened Interest; provided, however, that the existence and use of such easement shall not preclude or unduly interferes with the use, enjoyment or operation of, or ingress to and egress from, the Burdened Interest or any Improvements then constructed on or contemplated under development plans for

the Burdened Interest on any Parcel, nor interfere respectively with the lateral support or structural integrity of the Burdened Interest or any Improvements constructed on such Burdened Interest. Each Benefited Party may allow its respective Permittees to use the foregoing easement for the purposes and subject to the limitations contained in this Agreement. The Burdened Party shall have no liability with respect to the excavations and Improvements constructed by the Benefited Party pursuant to this Section 2.08, except as provided in Section 5.13 and by the terms of the Remediation Agreement described therein.

[\*2.09. Microwave Easement. RTD and Catellus hereby establish for the benefit of the Public Transit Authority a non-exclusive easement on and over the roof of the tallest Building for the purpose of the installation, repair, maintenance and use (for transit related purposes only) of microwave dishes and repeaters or relays and for the purpose of beaming microwaves. The Burdened Party which is the Owner of the tallest Building and the Public Transit Authority shall mutually agree upon the location of such microwave equipment. The Burdened Party which is the Owner of the tallest Building shall have no liability with respect to the existence or use of the easements established in this Section 2.09, and the Public Transit Authority shall indemnify such Burdened Party from and against all Loss arising from or in connection with the existence or use of such easements (including additional maintenance costs incurred by the Burdened Party as a result of the exercise of such easements). The Public Transit Authority shall not materially interfere with the use and enjoyment of the Burdened Interest in exercising its rights under this Section 2.09.\*]

2.10. Performance of Work. In addition to the Construction Work obligations set forth in Section 3.01, a Party or its Permittees entering any Burdened Interest (including any Owner entering any Public Transit Easement located on land owned by such Owner) pursuant to the rights granted under this Article II shall, at its sole cost and expense: (a) take all measures reasonably required to protect the Burdened Party and its Permittees and the property and business of each from injury or damage arising out of or caused by such entry; (b) perform any work at a time, for a duration and in such manner so as not to unreasonably impair or unreasonably interfere with the use, occupancy, operation of, or ingress to and egress from, the Burdened Interests (including transit operations thereon) or any Improvements located on any Burdened Interest; (c) undertake all reasonable efforts and utilize all reasonable diligence so that the period of construction on or affecting the Burdened Interest is as short as reasonably practicable (without incurring any obligations for payment of overtime or premium); (d) do all things reasonably necessary and proper in accordance with the standards of the building construction industry in the City to keep that portion of the Burdened Interest which is subject to such easement in a safe and clean condition and shall also comply with all applicable Legal Requirements; and (e) upon completion of such work, replace and restore the Burdened Interest and all Improvements thereon (and any other portion of the Property which may have been damaged by or in conjunction with such work) to their condition prior to the performance of such work unless otherwise agreed in writing by the Burdened Parties. Notwithstanding anything to the contrary contained in this Agreement, the easements and licenses described in Sections 2.03, 2.04, 2.07, 2.08 and 2.09 may be used on any Burdened Interest only if the Burdened Party (i) is given at least 30 days' prior written notice and (ii) gives its approval thereto, provided that neither (i) nor (ii) shall apply in the case of Emergency, in which event such notice, whether written

or oral, as is practicable under the circumstances shall be given but in all cases prompt written notice shall be given thereafter. Said approval shall not be unreasonably withheld or delayed; provided, however, that it shall be reasonable for a Burdened Party to refuse to consent to or grant any such easement or license, as appropriate, which may be requested by any Benefited Party (or by the City or any utility company on behalf of any Benefited Party) if such easement or license, as the case may be (i) is not necessary to provide utility service to undeveloped portions of the Property, (ii) will materially affect or interfere with the development or operation of transit or with any Improvements then constructed or to be constructed on or contemplated under development plans for the Burdened Interest (iii) will violate the Design Guidelines or any Legal Requirements (iv) will materially adversely affect the design, development, use or operation of the Burdened Interest or (v) will increase the costs of owning, maintaining, designing, developing or operating the Burdened Interest or (vi) will impose additional obligations or burdens upon the Burdened Party with respect to the Burdened Interest. The Benefited Party shall, at its sole cost and expense, be obligated to repair and maintain any Improvements installed in exercising any easement, and repair and restore any damage to the Burdened Interest and the Improvements thereon resulting from the construction, repair, ongoing use and maintenance of such easement or license, as the case may be. The Parties will cooperate in good faith in exercising and consenting to the use of easements and licenses under this Agreement.

2.11. Additional Instruments. Any Party, subject to the approval of the other Parties (which approval shall not be unreasonably withheld or delayed, provided that all other Parties shall have a reasonable period of time to review and consider whether or not to grant their approval), and further subject to the terms and conditions of this Section 2.11, shall have the right to negotiate, enter into, approve and create or join in the creation of any of the following (collectively, the "Additional Instruments"): (a) any Subdivision Conditions necessary to effectuate the reconfigurations, lot splits and other subdivisions described in Section 5.08; and (b) any dedication, conveyance, easement or right of access or use with respect to all or a portion of the Property in favor of any public utility (subject to Section 2.03) or Governmental Authority which is not inconsistent with the terms of this Agreement. No such Additional Instrument shall materially interfere with the use and operation of the Property as a First-Class Project. The approval of the Parties shall be governed by Section 15.16, provided that it shall be reasonable for a Party to withhold its consent if a proposed Additional Instrument: (v) materially increases the cost to own, maintain, operate or develop the portion of the Project owned by such Party or materially affects or interferes with the development or operation of transit or of any Parcel, Public Transit Use Areas or Improvements owned by that Party; (w) materially interferes with or materially adversely affects access or use by a Party or its Permittees; (x) materially increases the obligations of such Party under this Agreement; or (y) materially decreases the rights of such Party under this Agreement. In all events, the Party seeking approval must pay the costs (including costs arising as a result of the Subdivision Conditions and reasonable fees of third party consultants in connection with such request or approval) incurred by the other Parties arising out of such Additional Instruments. The Party seeking approval shall have the burden of proving that a reviewing Party has acted unreasonably (i.e., the Party seeking approval will have the burden of proving that there is no material interference or material adverse impact). If such approval is granted by all necessary parties, then following such approval, each Party shall, within 10 business

days after written request therefor from the Party requesting approval, execute an instrument in form and content reasonably acceptable to each Party, consenting to the Additional Instrument, and subjecting its Parcel (or the Public Transit Use Areas in the case of the Public Transit Authority) thereto, to the extent provided in such Additional Instrument. The reasonableness of any disapprovals under this Section 2.11 shall be resolved by arbitration pursuant to Article XIV.

2.12. Termination of Easements. The easements granted and reserved pursuant to Sections 2.01, 2.02, 2.03, 2.05, 2.07 and 2.08 [\*2.09\*] shall survive the termination of this Agreement (as set forth in Section 15.01) and remain in existence so long as any Improvements in existence at the termination of this Agreement and benefited by such easements (or any replacement thereof made prior to termination of this Agreement) remain in existence unless earlier terminated pursuant to the next sentence. Said easements may be terminated earlier only through the procedure set forth in the California Civil Code (or other statutory procedures in California relating to the abandonment of easements). RTD, as an Owner and as a Public Transit Authority, hereby agrees to be bound by such procedures. If not earlier terminated or extended pursuant to this paragraph, said easements shall terminate upon the termination of this Agreement. The other easements, licenses and rights granted and reserved pursuant to this Article II shall continue until and shall terminate upon the termination of this Agreement pursuant to Section 15.01.

2.13. RTD and Catellus Not Liable. Nothing contained in this Article II shall obligate RTD or Catellus to cause any Party (other than itself) to honor or respect any easement or right provided for in this Article, or to enforce, by legal action or otherwise, the provisions of this Article II as against any Party, and neither RTD nor Catellus shall incur any liability whatsoever for its failure to do so.

2.14. No Public Dedications; Additional Easements. Nothing contained in this Agreement shall be deemed a dedication of any portion of the Property to the general public or for any public use or purpose. Property Manager shall have the right to temporarily close all or any portion of the Common Facilities and, with the prior consent of the Public Transit Authority (which consent shall not be required in cases of Emergency), the Public Transit Facilities in order to perform maintenance, repair or reconstruction work or as Property Manager may deem legally necessary and sufficient to prevent a dedication thereof or an accrual of any rights in any person other than the Parties or in the public generally and the JMC shall insure that the Property Manager carries out this responsibility.

2.15. Limitations on Easements. Any Construction Work which is permitted by or which is ancillary to use by the Benefited Party of the easements granted pursuant to Sections 2.03, 2.04, 2.05, 2.07, 2.08 [\*and 2.09\*] must be either (a) Construction Work complying with Article III and, if applicable, the Development Agreement, or (b) Major Construction Work with respect to which Improvement Plans shall have been approved pursuant to Article IV. To the extent associated with any Construction Work, the use of any easements shall be subject to compliance with Article III. To the extent associated with Major Construction Work, the use of any easements established under Article II shall also be subject to compliance with Article IV.

2.16. South Roadway. Catellus and its Permittees shall at all times (subject to Section 2.14) have the right to use the South Roadway, if built, for automobile access purposes.

consistent with the Public Transit Uses permitted therein but not for public transit uses unless otherwise agreed by RTD in its sole discretion and RTD covenants to grant to Catellus an easement for such use on portions of the South Roadway which become owned by it which are not dedicated to public use. Catellus hereby covenants to grant to RTD at no cost to RTD an easement for automobile access and incidental bus access across the road, if built, extending from the South Roadway to Alameda Street but not for any other public transit uses unless otherwise agreed by Catellus in its sole discretion, provided that Catellus shall have the unilateral right to promulgate rules and regulations governing the use of such road and the right to design such road.

2.17 Nature of Easements. All easements created by or pursuant to this Agreement, except as otherwise specifically stated in the Public Transit Use Agreement, shall be appurtenant easements and not easements in gross.

### ARTICLE III

#### CONSTRUCTION OF IMPROVEMENTS

3.01. Construction Work Generally. Major Construction Work shall not be undertaken by any Person on any portion of the Property until such Major Construction Work is approved as provided in Article IV and subject to the standards set forth in this Article III and in Article IV. All Construction Work undertaken by any Person upon any part of the Property shall be performed (and any construction license pursuant to Section 2.04 shall be exercised): (a) at the sole expense of the Party causing such Construction Work (unless specifically provided to the contrary in any of the Project Documents); (b) in as short a time as reasonably practicable, at a time and in a manner that does not unreasonably impair or unreasonably interfere with the use, operation, occupancy or enjoyment or ingress to and egress from any Parcel or Public Transit Use Area (including transit operations thereon) or any Improvements located thereon by any Party or its Permittees; (c) in a good and workmanlike manner using new materials; (d) in conformity with this Agreement (including the Design Guidelines and, if applicable, the Development Agreement) and all Legal Requirements; (e) in a manner so that all safety measures reasonably required to protect the Parties and their respective Permittees from injury or damage that may be caused by or result from such construction are taken; (f) so as not to cause any material increase in the cost of any subsequent construction by any Party, impose any material additional obligations upon any Party, or unreasonably interfere with any construction performed by any Party or its Permittees, (g) as to Persons who are not Parties, only with the consent of a Party who shall, by giving such consent, agree to be responsible for all obligations under this Agreement relating to such work and (h) so as to preserve access, ingress and egress to and from each Parcel and the Public Transit Use Areas and so as not to cause any unreasonable obstruction on any Parcel or the Public Transit Use Areas through the placement or operation of any equipment, construction materials, debris or loose dirt related to such work. The Party performing the work shall provide and keep in force comprehensive public liability insurance with respect to such work, naming each Party and the JMC as additional insureds, with limits of liability not less than those limits otherwise required to be maintained by such Person under this Agreement, together with such additional types of insurance as are available at commercially reasonable rates and as a prudent business person would maintain under like circumstances exercising reasonable business judgment. In addition, and subject to Section 5.13, the Party causing such Construction Work shall Indemnify the other Parties and the JMC against all Loss from or in connection with such work or any entry related thereto. No Person shall permit any mechanics'

liens or materialman's liens, stop notices or other liens to stand against any portion of the Property for labor, material or services furnished to or on behalf of such Party; provided, however, that each Person shall have the right to contest the validity or amount of any such lien or stop notice, provided that such contest is made diligently and in good faith, and, with respect to liens, the contesting Party either furnishes security reasonably acceptable to the other Parties to ensure that the lien, plus applicable costs and charges, will be paid if the contest is unsuccessful, or secures a bond sufficient to release such lien.

3.02. Permits. The Person undertaking any Construction Work shall secure and keep in force, at its expense, all licenses and permits necessary for such work and shall complete all Construction Work in accordance with all requirements of any necessary permits, including requisite construction permits, temporary and permanent certificates of occupancy, board of fire underwriter certificates and certificates of plumbing and electrical inspections.

3.03. Fencing Off Construction. Unless otherwise agreed in writing by the Parties, the Person undertaking any Construction Work shall, at its sole cost and expense, fence off or cause to be fenced off any Construction Work performed by such Person on any Parcel. Fencing shall be of such a material and of such a height reasonably necessary to protect existing Improvements in the Property from debris and other inconveniences occasioned by such Construction Work and to protect the Parties and their respective Permittees from safety hazards resulting from such Construction Work. Except as permitted by the Development Agreement, the Public Transit Use Agreement or the Sign Criteria and except for warning and safety signs, no signs or advertising materials shall be placed upon any fence without the prior written approval of the JMC.

3.04. Dust. Dust from all Construction Work shall be controlled at all times by watering down the construction site or by any other method permitted under Legal Requirements and approved by any Governmental Authority in connection with the issuance of a construction permit. Any sandblasting activities shall be restricted to the water-type method or any other state-of-the-art method permitted under Legal Requirements. The Party on whose behalf such Construction Work is being performed shall be responsible at its sole cost and expense for keeping the streets, Public Transit Facilities and Common Facilities (or causing the same to be kept) clean and free of dust and mud caused by such Construction Work on a daily basis.

3.05. Orderly Site. The Parcels shall be kept in a neat and orderly condition during construction periods; however, normal construction activities and parking in connection with Construction Work on a Parcel shall not be considered a nuisance or otherwise prohibited by this Agreement. Trash and debris shall not be permitted to accumulate on any Parcel. The Parties may store construction equipment and building materials only in areas established in the Project Rules and Regulations and the Management Standards or otherwise approved by the Parties, who may require screening of the construction areas.

3.06. No Walls, Fences or Barriers. Except as permitted by the Design Guidelines, no permanent walls, fences or other barriers shall be constructed or erected in the Property.

3.07. Utility Connections. All Utility Facilities erected, placed or maintained anywhere in or upon the Property shall be constructed so as to be metered in accordance with Section 5.09 and shall be contained in conduits or cables



installed and maintained underground or concealed in, under or on the Property unless an alternative location for such Utility Facilities, wires or devices shall have been approved pursuant to the provisions of Article IV. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to: (a) Major Construction Work with respect to which Improvement Plans shall have been approved pursuant to Article IV; or (b) construction of Phase I Improvements, Phase I Public Transit Improvements, Phase II Improvements or Phase II Public Transit Improvements in accordance with the Development Agreement. No Person shall interrupt any utilities if such interruption would interfere with the orderly development and operation of the business conducted by any Party or Permittee on the Property unless such Person gives the affected Parties and Permittees not less than 15 business days' prior written notice of the work to be undertaken (except in the event of Emergency, in which event Section 3.08 shall apply), the scope, nature and extent of the work, the duration of the work, and the area in which the work is to be performed. Any affected Party may request that such work be carried on at such times and in such a manner as would minimize or prevent the disruption of the orderly development and operation of any business conducted on such affected Party's Parcel (or the Public Transit Use Areas, as the case may be) and the Person performing such work shall comply with such request and shall bear the cost of any overtime or other additional expense incurred as a result of such request.

3.08. Emergency Work. Notwithstanding any other requirement for notice contained in Article II or this Article III, in the event of Emergency, a Party or Permittee may undertake any Construction Work reasonably necessary to remedy the Emergency, provided that such Party or Permittee acts in good faith, gives notice thereof to any affected Parties and the Property Manager upon the occurrence of the Emergency or as soon thereafter as reasonably possible, and otherwise conforms, to the extent practicable, to the applicable provisions of this Article III.

#### ARTICLE IV

##### MAJOR CONSTRUCTION WORK

4.01. Approval by Parties. Subject to Section 4.09, prior to the commencement of any Major Construction Work, the Person commencing such work shall obtain the consent of the JMC, all Interested Parties and all Governmental Authorities to the Improvement Plans in accordance with the standards and procedures hereinafter set forth. Any Improvements constituting Major Construction Work shall be designed and constructed in strict accordance with the Improvement Plans therefor as approved by the JMC, all Interested Parties and all applicable Governmental Authorities in accordance with the standards and procedures hereinafter set forth. Approval of Improvement Plans by the JMC and all Interested Parties shall be based, among other things, on (a) conformance to the Development Agreement, any master plan or other development plan for the Property adopted by the mutual agreement of the Parties, the Design Guidelines, the Management Standards, Legal Requirements, other plans and standards of development and design adopted by mutual agreement of the Parties from time to time, (b) structural design (to the extent it bears on safety and exterior architectural style), (c) the adequacy of the Parcel dimensions and the relation of finished grades and elevations to those for adjacent Parcels and (d) conformity to both the specific and general intent of this Agreement. This Article IV shall not apply to the design and initial construction of Phase I (i.e., the Phase I Improvements and the Phase I Public Transit Improvements) and to Phase II (i.e., the

Phase II Improvements, and the Phase II Public Transit improvements), and shall be subject and subordinate to all provisions of the Development Agreement relating to the design and initial construction of Phase I and Phase II.

4.02. Submission of Improvement Plans. The plans, sections, elevations, details, specifications, schedules, renderings and documents described below (the "Improvement Plans"): (a) shall be submitted for approval in duplicate by the Person proposing to perform Major Construction Work (the "Submitting Person") to the JMC at each of the schematic design, design development and construction document stages; (b) shall be prepared by a licensed architect or engineer, as applicable; and (c) shall conform to good and standard architectural or engineering practices.

Following receipt of proposed Improvement Plans, the JMC will send a notice to each Party describing the proposed Major Construction Work. Any Party may notify the JMC in writing at any time that such Party claims to be an Interested Party with respect to any proposed Major Construction Work, whereupon that Party, if an Interested Party, shall have the right thereafter to participate in the process of review and approval of the Improvement Plans in question, but not as to any matter which has theretofore already been approved or decided by the JMC and any other Interested Parties. Disputes as to (i) whether a Party is an Interested Party or (ii) between the JMC or any Interested Party and the Submitting Person as to the approval of any proposed Improvement Plans shall be resolved by arbitration pursuant to Article XIV.

The JMC shall advise the Submitting Person of all Interested Parties desiring to participate in the review and approval process within 15 days of receipt by the JMC of written notice from the Interested Parties (including notice delivered to the JMC pursuant to Section 4.04). Thereafter, the Submitting Person promptly at each stage of design shall send a complete set of Improvement Plans to the JMC and to each Interested Party.

The Improvement Plans shall be in a form and contain a level of detail as may be reasonably required by the JMC and any Interested Party, and shall include those of the following documents and materials as are appropriate for the planning stage:

- A. A statement describing the intended use of the proposed Improvements.
- B. A construction schedule.
- C. A drainage, grading and utility plan.
- D. A site plan.
- E. Building and parking elevations and sections.
- F. A landscaping plan.
- G. A parking plan.
- H. A pedestrian and vehicular circulation and traffic plan and statement of impact.
- I. A rendering (with aerial and perspective views) of the proposed Improvements.

J. A schedule of exterior building materials and colors to be used.

K. A signage plan.

L. Engineering, mechanical and electrical documents.

M. A draft budget for the cost of design and construction of the proposed Improvements, including a line item statement of Cost Allocations pertaining thereto.

N. Identification of proposed Common Facilities and Common Public Transit Facilities.

Following approval of those Improvement Plans submitted at a particular planning stage, the Submitting Person shall submit such revised and/or refined Improvement Plans as are appropriate for each subsequent planning stage and which conform to Improvement Plans approved at prior stages.

#### 4.03. Design Review.

A. Review. The JMC and any Interested Parties each shall have 30 days from their receipt of the complete Improvement Plans for each planning stage in which either to deliver their written approval of the Improvement Plans (with conditions, if any), or to deliver their written disapproval of or objection to the Improvement Plans on the following grounds: conformance of the Submitting Person's site plan to any development plan for the Property which may have been adopted by the mutual agreement of the Parties; conformance of proposed uses with permitted uses under Article V and the other requirements of this Article IV; conformance of the Improvement Plans to this Agreement; conformance of the Improvement Plans to the Design Guidelines, the Development Agreement and the Public Transit Use Agreement; and conformance of the Improvement Plans with all Legal Requirements, and all easements and all licenses granted pursuant to Article II hereof and Article II of the Public Transit Use Agreement and restrictions on benefited interests established therein. In the event a Submitting Person shall submit Improvement Plans which the JMC or any Interested Party considers incomplete or for which it reasonably requests additional information, the JMC or any Interested Party shall promptly notify the Submitting Person of such fact, and said 30-day period shall not be deemed to have commenced until the complete information or Improvement Plans have been received. As a stipulation to their approval, the JMC and any Interested Parties may require that the requirements of Section 4.03D, specified conditions of design, construction or operation conforming to the Design Guidelines, and Legal Requirements be met and may require delivery of a certificate of insurance (evidencing insurance required hereby) and/or may impose a requirement that the Submitting Person obtain completion bonds and/or labor and material payment bonds to assure lien-free completion of the Construction Work. The Submitting Person, if also a member (directly or through an Affiliate) of the JMC, may nevertheless participate and vote on the matter in question in its latter capacity.

B. Disapproval. In the event the JMC or any Interested Party, acting in accordance with this Section 4.03, disapproves of, requires modification of or objects to any matter in a submission of Improvement Plans, the JMC or such Interested Party shall promptly (within the time period set forth in Section 4.03C) notify the Submitting Person (which notification must be accompanied by corrective alternatives acceptable to the JMC and any Interested Party describing the

nature of the objection and a reasonably explicit narrative or illustrative suggestion of what would be acceptable) and the Submitting Person shall make such changes or additions as are reasonably required to satisfy the objections raised by the JMC or any Interested Party and shall resubmit the affected Improvement Plans. Upon receipt of the revised Improvement Plans, the JMC and any Interested Parties shall have (subject to extension pursuant to Section 4.03C) 30 days in which to render their approval or disapproval thereof. Further disapprovals shall be governed by this subsection B. Any Improvement Plans submitted to and approved pursuant to Subsections B and C shall not be subject to subsequent disapproval except as to material changes in later design stages or failure to meet the requirements and conditions of approval set forth in this Section 4.03. Any change in an approved Improvement Plan which is not a material change and which is in conformance with that plan may not be disapproved so long as such Improvement Plan continues to meet the requirements of Section 4.03A.

C. Inaction. Failure of the JMC and any Interested Parties to approve or disapprove submitted Improvement Plans within 30 days after receipt thereof shall be deemed approval thereof by the JMC or the Interested Party failing to respond, as the case may be; provided, however, that if, within the applicable time period, the JMC or any Interested Parties notify the Submitting Person that additional time is reasonably required to review the submission, the applicable time period shall be extended for the requested additional period of time, not to exceed 15 days. Any submission to the JMC and any Interested Parties shall contain a cover page prominently listing the date mailed and, if applicable, a statement to the effect that "THE IMPROVEMENT PLANS OR REVISIONS BEING SUBMITTED SHALL BE DEEMED APPROVED BY THE RECIPIENT UNLESS THE RECIPIENT MAKES OBJECTION HERETO WITHIN 30 DAYS OF RECEIPT".

D. Costs of Review. The Submitting Person shall reimburse the JMC and any Interested Parties, with respect to any submission or resubmission of Improvement Plans, for the reasonable costs and expenses (including salaried staff expenses to the extent not duplicative of independent contractors hired by the Party seeking reimbursement) incurred in reviewing the same (including costs incurred with respect to the process described in Section 4.09), but in no event (subject only to Section 4.07) in excess of the Review Amount (hereinafter defined) in respect of review by all Parties and the JMC of all Improvement Plans for a proposed Major Construction Work. Such reimbursement shall be made: (i) regardless of whether the Improvement Plans in question are approved by the JMC or any Interested Parties; and (ii) within 30 days of submission by the JMC or any Interested Parties of estimates for such costs and expenses to the Submitting Person. The JMC and all Interested Parties shall cooperate in good faith (i) to unify their review efforts and their hiring of outside contractors and (ii) to allocate the reimbursements described in this Subsection D. As used herein, the "Review Amount" means one half of one percent (0.5%) of the reasonably estimated cost of the proposed Improvements covered by the Improvement Plans in question, but in no event less than \$10,000 in Constant Dollars nor more than \$50,000 in Constant Dollars, with respect to any given proposed work project (including all stages of design review pertaining to that project). Upon the initial submission of Improvement Plans pertaining to a project of work, the Submitting Person must pay a \$10,000 (in Constant Dollars) deposit to an escrow or to a joint account held for the benefit of the JMC and all Interested Parties, at the JMC's election, and shall fund into said account on a monthly basis, upon receipt of monthly

invoices or estimates, the amount in excess of the deposit estimated or invoiced by the JMC or any Interested Parties for their review, but the aggregate amount held shall not exceed the Review Amount. The JMC and any Interested Parties shall not disburse out of said escrow or joint account, as the case may be, any sum until all invoices with respect to the work in question have been submitted; the sum in question shall be divided among the JMC and the Interested Parties as they may agree. Any approval of Improvement Plans shall be conditioned upon the payment in full by the Submitting Person of the Review Amount.

E. Procedure. The JMC shall have the right from time to time to promulgate rules and procedures pertaining to the submission and approval of Improvement Plans, consistent with the provisions of this Section 4.03. Such rules, if any, shall insure that all time periods for review are fully accorded to the persons entitled thereto.

4.04. Changes and Modifications. If the Submitting Person, either on its own initiative or in response to Legal Requirements, disapprovals or conditions of the JMC or any Interested Party, materially amends its Improvement Plans previously approved by the JMC and any Interested Parties, the amended Improvement Plans shall be submitted in duplicate to the JMC and any Interested Parties to obtain their approval or disapproval of the amendments in the manner provided in Section 4.03. Following receipt of amended Improvement Plans, the JMC will send a notice to each Party describing the amendments to the Improvement Plans. Any Party who becomes an Interested Party by reason of such amendments may thereafter participate in the review and approval process. Either on its own initiative or in response to Legal Requirements, disapprovals or conditions of the JMC or any Interested Party, the Submitting Person may depart from its final, approved Improvement Plans for the limited purpose of substituting qualities and types of workmanship, facilities, materials, equipment and supplies which are equal to or better than those specified in the approved Improvement Plans, provided the departure substantially conforms to the requirements, the color scheme and architectural and aesthetic style of the Property as set forth in the Design Guidelines and is otherwise in conformance with approvals and conditions (if any) of the JMC and any Interested Party.

4.05. Limitation of Liability. Neither the JMC nor any Interested Party shall be liable in damages to any Person by reason of mistake of judgment, negligence, nonfeasance or for any other acts or omissions of any nature whatsoever (except for willful or intentional misconduct or fraud) arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any Improvement Plans. No approval of Improvement Plans shall constitute assumption of responsibility or a representation or warranty by the JMC or any Interested Party with respect to the accuracy, sufficiency, propriety or legality of the Improvement Plans. The design and construction of any Improvements by the Submitting Person shall be the sole responsibility of the Submitting Person and any recommendation with respect to any Improvement Plans or the means or method of construction made by the JMC or any Interested Party shall not alter the Submitting Person's responsibility for the safe and proper design and construction of said Improvements; nor shall it give rise to any claim by any Person against the JMC or any Interested Party for any defect in design or construction of any Improvements.

4.06. Enforcement. In addition to any other remedy provided for in this Agreement, at law or in equity, any Party may bring suit to enjoin the commencement or continuance of

construction of: (a) any Major Construction Work for which the JMC and any Interested Parties have not approved (or deemed approved) Improvement Plans or which is not being carried out in accordance with the Improvement Plans previously approved by the JMC and any Interested Parties in accordance with the provisions of this Agreement; or (b) any Construction Work not carried out in accordance with this Agreement.

4.07. Disputes. No Party shall, in exercising its right of approval over any Improvement Plans, impose any unreasonable condition or unreasonably withhold its approval to such Improvement Plans. The reasonableness of any condition or disapproval, or of requests for additional information, shall, if disputed by the Submitting Person, be determined by arbitration as provided in Article XIV. The arbitrators shall be instructed in any such proceeding to take into account, when determining the reasonableness of any condition or disapproval, the grounds for disapproval or objection specified in Section 4.03A. A Submitting Person who is found by the arbitrators to have acted unreasonably in submitting Improvement Plans, either as a single submission or as a series of submissions, shall be liable in damages (to be assessed in arbitration) to any and all reviewing parties for their reasonable unreimbursed review costs, even if the same exceed \$50,000 in Constant Dollars. If the JMC or any Interested Party is found by the arbitrators to have acted unreasonably in withholding its approval and/or in requesting additional information, then the JMC or such Interested Party, as the case may be, shall be liable in damages (to be assessed in arbitration) to the Submitting Person to the extent proximately caused by such actions, including reasonable additional design costs, but excluding consequential damages or speculative losses such as lost profits and "expectation" damages.

4.08. Signature Building. All development on the Property shall be constructed in a manner which preserves and maintains the character of the Phase I Improvements as a "Signature Building". The term "Signature Building" shall mean a building which is unique, outstanding and prominent in design, value, quality, form, image, location, orientation, visibility, siting, utility, services and/or contribution to the community and to public transit, as judged in the sole discretion of the Owner of that portion of Parcel 1 upon which is to be located the RTD headquarters facility, and taking into consideration the historical context of Union Station.

4.09 Public Transit Authority Statutory Requirements. Notwithstanding anything to the contrary set forth in this Agreement, any Major Construction Work which (i) does not create new or additional Buildings; (ii) would not alter or demolish in any material way the building shell (including foundation, roof and other structural elements) of any Improvements belonging to any other Party; (iii) would not materially affect the use by any other Party of its Improvements; (iv) would not materially affect the use of an easement by the Benefited Parties; and (v) would not fundamentally and negatively impact the design of the Project as a whole, may be performed by the Public Transit Authority notwithstanding the disapproval of the other Parties, but subject nevertheless to the procedure described in this Article IV such that said Parties may give their input to such proposals to the Public Transit Authority. The foregoing shall be applicable if, and only if, (a) the governing body of the Public Transit Authority shall have made an express finding or decision that the Major Construction Work in question is both necessitated by the public transit functions of the Public Transit Authority and is required in order for the Public Transit Authority to carry out its statutory mandate, (b) no alternative is available which is acceptable to the Public

Transit Authority in its reasonable discretion, (c) subject to the limitations on review costs set forth in Section 4.03D, the Public Transit Authority pays for all costs and expenses incurred by it or by any of the Parties as a result of the actual Construction Work; and (d) the Public Transit Authority complies with Article III. Any challenge as to the finding or decision referred to in (a) aforesaid (whether based upon a claim of ultra vires or otherwise) shall not be subject to arbitration under this Agreement but shall be justiciable in the Superior Court of Los Angeles County only; however, issues as to whether such finding or decision was or was not in fact made shall be subject to arbitration under this Agreement.

#### ARTICLE V

#### REGULATION OF USES

##### 5.01. Permitted Uses.

A. General. Except as provided in subsections 5.01B and 5.01C below, and except as may be otherwise mutually agreed to by the Parties, no portion of the Project shall be used for any purpose other than public transit, government and/or commercial offices, ancillary retail and service businesses and hotels, and interim uses consistent with the foregoing, all of the foregoing to be consistent with the Design Guidelines and consistent with a First-Class Project; provided that no portion of Parcel 1 shall be used for hotel purposes until the 25th anniversary of the Effective Date. Except as provided in Sections 5.01B and 5.01C, all such permitted uses of the Project, and any part thereof, shall also comply with the applicable Project Documents. Except as set forth in Section 5.08C, no Party may obtain a variance from any such zoning classification without obtaining the prior written approval of all other Parties.

B. RTD Uses. Nothing in this Agreement shall be construed to prohibit any of the following uses by RTD or its Affiliates of the Phase I Improvements, provided such uses are designed, constructed, maintained and operated in a manner commensurate with a First-Class Project:

1. RTD's boardroom.
2. A health and fitness facility; provided that prior to making such facility available for users other than employees of RTD and its Affiliates, and of other governmental agencies, it shall first be made available to the other Parties and the Permittees of such other Parties.
3. Childcare facilities; provided that prior to making such facility available for users other than employees of RTD and its Affiliates and of other governmental agencies, it shall first be made available to the other Parties and their Permittees.
4. Special RTD police or security facilities for the exclusive use of RTD or the Public Transit Authority (as shown on the Work Plans) consisting of (a) access and parking areas for police vehicles; (b) a temporary holding facility for no more than 10 persons (provided that no detention over 10 hours shall be permitted in such facility); and (c) an indoor firing range, for pistols and shotguns only, for the exclusive use of RTD, provided that such facility shall be located below ground and gunfire shall not be audible at any location on the plaza level, in the Parking Facilities to be located under the Phase II Improvements or on any sidewalk. Any such uses shall be operated in such a manner as to minimize noise, vibrations, safety hazards and other adverse

impacts on the balance of the Project and shall be permitted in favor of RTD, the Public Transit Authority and their respective governmental successors, but not their non-governmental successors, unless permitted in writing by all Parties.

C. Public Transit Uses. Nothing in this Section 5.01 shall be construed to prohibit the operation of the Public Transit Improvements as a First-Class Project.

5.02. Compliance With Legal Requirements; Right to Contest. Except for any Improvements which encroach upon any Party's Parcel pursuant to Section 2.07, and which shall be the sole responsibility and liability of the owner of such Improvements, each Party shall be responsible for the compliance of all Improvements on its Parcel and all activities thereon with all Legal Requirements (except that the Public Transit Authority shall be responsible for the compliance of all Public Transit Facilities and all activities thereon). Nothing shall be done or permitted in or about the Project, nor anything brought or kept therein, which shall in any way cause a cancellation of any insurance policy required by this Agreement to be maintained upon the Project or any part thereof. In the event that it is conclusively established that a change in any use or activity by any Party shall have led to an increase in premiums for any insurance policy maintained by Property Manager, the Public Transit Authority, or any Party pursuant to Article VIII, above the cost thereof (in Constant Dollars) established in the first Accounting Period, then the Party causing or permitting such change in use or activity shall pay such increase to the Party affected by such increase. Acceptance of such payment shall not waive the rights of any Person to enforce the prohibitions set forth above. The Parties acknowledge that the insurance costs to be included in the Common Expenses for the initial Accounting Period and thereafter shall reflect the nature and use of the Public Transit Facilities and the uses specified in Section 5.01A. Notwithstanding the foregoing, any Party may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirement that affects only its ownership interest (and the Public Transit Authority may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirement that affects the Public Transit Facilities); in such event, the non-contesting Parties and each Permittee shall cooperate and participate, at the sole cost and expense of the contesting Party, in such proceedings, provided that:

(a) such deferral of compliance shall not create a dangerous condition, or constitute a crime or an offense punishable by fine or imprisonment, or subject any Party or Occupant to any civil or criminal penalty or liability, or any hindrance or interruption of the conduct of business by any Party or Permittee in any portion of the Property other than the contesting Party's business, or subject any part of the Property to being condemned, vacated or damaged by reason of such contest or deferral of compliance, or create a lien on any portion of the Property unless adequate security reasonably acceptable to all non-contesting Parties shall have been provided by the contesting Party to secure removal of such lien;

(b) the contesting Party shall Indemnify the other Parties and their respective Permittees against any and all Loss which any of them may suffer by reason of such contest and any noncompliance with such Legal Requirement; and



(c) the contesting Party shall keep the other Parties regularly advised in writing of the status of such proceedings.

**5.03. Nuisances: Construction Activities.** Except in connection with normal construction activities conducted in a good and workmanlike manner and in accordance with Article III, no odors or loud noises shall be permitted to arise or emit from the Property, so as to render the Property or any portion thereof, or activity thereon, dangerous, unsanitary, unsightly, offensive or detrimental to any portion of the Property or to any other property in the vicinity thereof or to the occupants of the Property or any such other property. Nothing in this Section 5.03 shall be construed to prohibit or restrict the operation or development of a First-Class Project on the Property. No other nuisance shall be permitted to exist or operate upon any Parcel so as to be offensive or detrimental to the Property or any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes, any sound devices required by Legal Requirements and public address systems for transit purposes and special events), shall be located, used or placed on the Property, without the prior written consent of all Parties. No oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the Property; nor shall oil wells, derricks, tunnels, mineral excavations or mining shafts be permitted upon the surface of the Property or within 500 feet below the surface of the Property. The foregoing shall not be construed to prohibit (a) the pumping of water to lower the water table or the processing or reinjecting of water underground, all as necessary for permitted construction activities on the Property, or (b) the installation and maintenance of permanent monitoring wells for Hazardous Substances (covered at grade); provided that the foregoing are carried out in a manner consistent with Articles III and IV and all Legal Requirements. Nothing in this Section is intended to create or give rights (as a third party beneficiary or otherwise) to any Person who is not a Party.

**5.04. Diseases and Insects.** No Party shall permit upon its Parcel or Improvements owned by it any thing or condition to exist which shall induce, breed or harbor infectious plant diseases or noxious insects. Each Owner shall be responsible for the repair and maintenance of Improvements and landscaping on its Parcel (and the Public Transit Authority shall be responsible for the repair and maintenance of the Public Transit Facilities and landscaping on the Public Transit Use Areas) as may be occasioned by the presence of wood-destroying pests or organisms, infectious plant diseases or noxious insects. Upon approval of all Parties, the responsibility for such repair and maintenance may be delegated to Property Manager and allocated between the Parties in an equitable manner. The costs of temporary relocation during the repair and maintenance of the areas within the responsibility of Property Manager shall be borne by the affected Party.

**5.05. Repair of Improvements.** No Party shall permit any Improvement owned by it to fall into disrepair, including deterioration in exterior appearance. Each Party shall maintain all Improvements owned by it in good condition and repair at all times. The Public Transit Authority shall maintain all Public Transit Improvements which are not included in the Management Areas in good condition and repair at all times. The JMC shall cause Property Manager to maintain all Common Facilities, Parking Facilities and all Public Transit Facilities except those not included in the Management Areas in

good condition and repair at all times. The foregoing provisions shall be subject to the other terms and conditions of this Agreement, including the maintenance and operation of the Project as a First Class Project.

5.06. Antennas. [subject to Section 2.09.] no antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Parcel, whether attached to Buildings, Public Transit Improvements, or otherwise, unless screened in accordance with or otherwise permitted by the Design Guidelines. All such antennas or other devices shall also comply in all respects with Legal Requirements, as the same may be amended from time to time.

5.07. Trash Containers and Collection. No garbage or trash shall be placed, kept or permitted to accumulate on any Parcel except in covered containers of a type, size and style which are approved by mutual agreement of the Parties. The Parties may also designate locations where such containers shall be stored between collection times in order to protect adjacent properties from noise or odors emitting from the use of such containers. All rubbish, trash, or garbage shall be removed by each Party from all Improvements owned by such Party (unless other provisions are made with the Property Manager) and shall not be allowed to accumulate on any Parcel. No outdoor incinerators shall be kept or maintained on any Parcel.

5.08. Restriction on Further Subdivision, Property Restrictions, Rezoning, and Creation of Leases, Easements, Licenses and Liens.

A. No Parcel shall be further subdivided or separated into smaller lots or parcels by any Owner without the prior written consent of all Parties, which consent shall be evidenced on the plat or other instrument creating the subdivision or other interest.

B. As of the Effective Date, the Property is in fact comprised of [\*11\*] legal parcels [\*conforming to the description of the Parcels set forth in Exhibits "A-1", "A-2", "A-3" and "A-4"\*], in the configuration shown on Exhibit "C" [\*Parcel 1 consists of three Parcels [two for the headquarters site and one for the Metro Plaza], Parcel 2 consists of four Parcels, the West Property consists of 3 Parcels and the Triangle Parcel consists of one Parcel)\*]. In accordance with the Development Agreement, the portion of the Vignes Street right-of-way which runs along the east boundary of the Property shall be realigned as shown on Exhibit "B", and in connection with such realignment, if any Party becomes an owner of any portion of the Additional Land: (i) Parcel 1 and Parcel 2 shall be expanded to include the portion of the Additional Land westerly of the realigned Vignes Street right of way; (ii) pursuant to Article II of the Public Transit Use Agreement, Catellus will grant to RTD additional Public Transit Easements over all or a portion of the areas shown on Exhibit "E-2"; (iii) RTD shall establish additional Public Transit Use Areas in the areas owned by it as shown on Exhibit "E-4"; and (iv) all easements granted in Article II of this Agreement shall, to the extent applicable, apply to the Additional Land. Following the expansion of Parcel 2 to include a portion of the Additional Land, Catellus may, but shall not be obligated to, reconfigure Parcel 2 in order to create one or more additional Parcels (which may involve vertical subdivisions), conforming approximately to the building pad outlines and/or parcel outlines shown on Exhibit "C". Catellus may, but shall not be obligated to, split the West Property into one or more additional Parcels (which may include vertical subdivisions), conforming

approximately to the building pad outlines and/or parcel outlines shown on Exhibit "C". Additionally, Catellus may (with the consent of all Mortgagees having a lien on any affected property), but shall not be obligated to, reduce or increase the size of the West Property, provided that the property consisting of the West Property as of the Effective Date shall not be subdivided in a manner which would permit any Building (existing or future) adjacent to the Metro Plaza and located, in whole or in part, on the real property described on Exhibit "A-4" as the West Property as of the Effective Date to be outside the Property or to be released from this Agreement. RTD may, but shall not be obligated to, create or reconfigure Parcel 1 in accordance with Legal Requirements in order to create one or more additional Parcels (which may involve vertical subdivisions), conforming generally to the building pad outlines and/or parcel outlines shown on Exhibit "C" for the Metro Plaza and the administrative headquarters office facility for RTD. All Parties hereby consent to all reconfigurations, lot splits, Parcel size adjustments and/or subdivisions described in this subsection 5.08B and to the expansion of the Property to include the Additional Land, provided such subdivisions are in accordance with Legal Requirements and comply with all requirements of this Section. The Parties shall execute, acknowledge and record tract maps reflecting the foregoing and amendments of this Agreement from time to time as Parcels are created or reconfigured, which tract maps and amendments shall set forth new legal descriptions for, and a substitute site plan of, all Parcels, and which shall be in form reasonably satisfactory to the Parties. All subdivisions, reconfigurations and lot line adjustments shall be accomplished in accordance with Legal Requirements. Nothing in this Section shall release any Party of its obligation arising under any other agreement to obtain the consent of such Party's Mortgagee having a lien on its property affected by any subdivision, reconfiguration, lot split and/or Parcel size adjustment described in this Section.

C. No rezoning of any Parcel, and no variances or use permits, shall be obtained from any Governmental Authority unless the proposed use of the Parcel has been approved in writing by all Parties, and the proposed use otherwise complies with this Agreement. Except as set forth in the Development Agreement or the Public Transit Use Agreement, no approval of any Person shall be required (i) for a Party to enter into leases, (ii) for an Owner to grant Mortgages or other liens on such Owner's Parcel, or (iii) for the Public Transit Authority to grant a mortgage or other lien on the Public Transit Easements (so long as any such mortgage or lien on the Public Transit Easements is subordinate to the fee interest in the Parcel subject to such easement). Notwithstanding the foregoing, RTD or Catellus shall be permitted, in accordance with the Development Agreement, to rezone or obtain conditional use permits and variances for portions of the Property owned by them in order to increase (subject to Section 5.01) permitted uses, densities and heights, to permit construction of Improvements across Parcel lines or boundaries, provided that such Party is in fee or easement ownership of the portion of both such Parcels on which such Improvements shall be constructed, or to decrease or eliminate any such uses and densities, and all Parties hereby irrevocably consent to such rezoning efforts and such conditional use permit and variance applications.

5.09. Utility Facilities. All Utility Facilities shall comply with Section 3.07. All utilities serving a single Parcel (except utilities serving any Public Transit Facilities or Common Facilities thereon, to the extent practicable) shall be separately metered or assessed to the Owner of such Parcel. All utilities serving the Common Facilities and Common Public

Transit Facilities shall, to the extent practicable, be separately metered, and all utilities serving the Pure Public Transit Facilities shall, to the extent practicable, be separately metered. In the event any utilities serving Common Facilities, Common Public Transit Facilities and/or Pure Public Transit Facilities are jointly metered with other utilities serving a single Parcel, the applicable utility costs shall be allocated among the Common Facilities, the Common Public Transit Facilities, the Pure Public Transit Facilities and all other Improvements located on such Parcel, with such allocation based on submetering or other reasonable method of determination (and with any disputes regarding such allocation or methodology being resolved by arbitration pursuant to Article XIV).

5.10. No Interference. No Person shall keep or maintain anything or shall permit any condition to exist upon the Property or cause any other condition on the Property that materially impairs or materially interferes with any easement or right of any Party or Permittee or that otherwise materially impairs or materially interferes with the use and enjoyment by any Party or its Permittees of its respective Improvements, the Common Facilities or the Public Transit Improvements. Nothing in this Section 5.10 shall be construed to prohibit or restrict the operation of a First-Class Project on the Property.

5.11. Exterior Lighting. Except as permitted under the Development Agreement, the Design Guidelines or otherwise approved pursuant to the terms of Article IV, no spotlights, floodlights, or other high-intensity lighting shall be placed or utilized upon any Parcel or any Improvement that in any manner will allow light to be directed or reflected on the Common Facilities, the Public Transit Facilities, any other Improvements, any adjoining Parcel or any part thereof. All exterior lighting installed upon the Property, including all street lighting, shall conform to the standards set forth in the Design Guidelines. All such exterior lighting shall also comply in all respects with all applicable Legal Requirements, as the same may be amended from time to time.

5.12. Storage and Loading Areas. No materials, supplies or equipment shall be stored in any area on any Parcel or other portion of the Property except inside a closed building or behind a visual barrier (conforming to the Design Guidelines) screening such areas from the view of adjoining portions of the Property and adjoining public streets. All deliveries to any Buildings shall be made in service and loading areas designated for such use on plans for such Building approved pursuant to this Agreement or the Development Agreement.

5.13. Environmental Hazards.

A. Prohibition. No Party shall use, or permit any Permittee or other Person to use, any portion of the Property or the Project to generate, manufacture, refine, transport, treat, store, use, sell, recycle, handle, dispose of, transfer, produce or process any Hazardous Substances, except for such Hazardous Substances, in such quantities, as are useful and appropriate for the operation of a permitted use under Section 5.01, and in such event in a manner commensurate with the operation of a First-Class Project and in compliance with all applicable Legal Requirements. No Party shall cause or permit the releasing, spilling, leaking, pumping, pouring, emitting, discharging, leaching, disposing or dumping of any Hazardous Substances on, in, under, about or from any portion of the Property or the Project.

B. Indemnification. Each Party shall Indemnify each other Party against and in respect of any and all Loss which may be incurred by such Indemnified Persons, or imposed upon such Indemnified Persons by any other Person or Persons (including a Governmental Authority), arising out of or in connection with any breach of Section 5.13A or any Remediation required in connection with such breach by the Indemnifying Person. Nothing in this Agreement shall be construed, nor is it intended, to create or constitute an Indemnity in favor of any Party with respect to Hazardous Substances which were on, in, under or about the Property prior to the Effective Date, which subject matter is comprehensively addressed in that certain Remediation Agreement dated June 30, 1992, entered into by and between RTD and Catellus (the "Remediation Agreement"). In the event of any conflict between the provisions of this Agreement and the Remediation Agreement, the latter shall control.

C. Notice. Each Party shall promptly advise each other Party of (i) such Party's discovery of the presence or release of any Hazardous Substances in, on, under, about or from any portion of the Property or the Project (except for such Hazardous Substances permitted by Section 5.13A), (ii) any "Remediation" required to be performed by such Party pursuant to subsection D below, and (iii) such Party's discovery of any occurrence or condition in, on, under, about or from any portion of the Property or the Project, or any real property adjoining or in the vicinity of the Project, that could cause the Property or any portion thereof to be classified as "border-zone property" under the provisions of California Health and Safety Code, Sections 25220 et seq. or any regulation adopted in accordance therewith, or to be otherwise subject to any regulation of or restrictions on the ownership, occupancy, transferability or use of the Property or any portion thereof under any Legal Requirements. Each Party shall provide to each other Party copies of any notice received by such Party from any Governmental Authority relating to the environmental condition of, or activity on or about, any portion of the Property or the Project within ten business days after such Party's receipt of same. In the case of written communication, each Party shall provide the other with copies within 10 business days of such written communication or earlier if required by law.

D. Remediation. Each Owner shall, at its sole cost and expense, make any necessary submissions to, and provide any information required by, any Governmental Authority with respect to the presence of Hazardous Substances in, on, under or about its Parcel. In the event any Remediation is required to comply with any Legal Requirement, the Owner of the affected Parcel shall promptly perform or cause to be performed such Remediation and provide any bonds or financial assurances required in connection therewith; provided that such Party may withhold commencement of such Remediation pending resolution of any contest maintained in accordance with Section 5.02 regarding the application, interpretation or validity of any Legal Requirement respecting such Remediation, provided that such Party shall take immediate action to remediate any Emergency relating to Hazardous Substances. All Remediation shall be conducted (i) in a diligent and timely fashion by licensed contractors acting under the supervision of a qualified consulting environmental engineer or other environmental professionals; (ii) in accordance with all Legal Requirements, and first-class engineering/environmental science industry standards in Southern California; (iii) pursuant to a detailed written plan for the Remediation approved by any other Owner whose property is affected either by Remediation or by the contamination or condition related thereto and all Governmental Authorities; and (iv) in compliance with all

requirements of Article III, and, if applicable, Section 2.10. All costs and expenses of the Remediation (including any attorneys' fees, consultant and experts' fees, laboratory costs and Taxes assessed in connection with the Remediation) shall, if not subject to the Indemnity set forth in Section 5.13B or covered by the Remediation Agreement, be paid by the Owner of the affected Parcel.

5.14. Name of Project. The Project shall be known as "Union Station Gateway". No Person, other than the Parties, shall be permitted to use any advertising which includes the name of the Project (except as part of an Occupant's business address) or which contains a pictorial representation of the Project (except to the extent occupied by such Occupant), without the prior approval of all Parties. The Parties shall have the exclusive right (upon their mutual consent), from time to time, to change the name and address of the Project.

5.15. Signs. Signs and identifications on Construction Work, Improvements or Parcels shall only be in such numbers and of such size, design, material and color as are in conformance with the Sign Criteria and Legal Requirements. All signs and identifications shall be in conformance with all Legal Requirements.

## ARTICLE VI

### OPERATION AND MAINTENANCE

#### 6.01. Authority and Responsibility.

A. Generally. In accordance with this Agreement, Article II of the Public Transit Use Agreement, the Management Documents and the Design Guidelines, the JMC shall govern and Property Manager shall operate and manage the Management Areas, the Public Transit Authority shall be responsible for the operation and management of all Public Transit Facilities which are not, from time to time, a part of the Management Areas and each Owner shall be responsible for the operation and management of all parts of its Parcel which are not, from time to time, a part of the Management Areas or Public Transit Facilities. The Public Transit Authority shall have the right, from time to time, to designate any and all Pure Public Transit Facilities (other than any Parking Facilities) as no longer comprising a part of the Management Areas if it determines in its sole discretion that the same have become integral to the Public Transit Authority's management, operations or security. Regardless of any such determination, however, the Public Transit Authority's police force may, without obligation to do so, patrol all areas of the Property to which Permittees of the Public Transit Authority have or obtain access. With respect to those portions of the Public Transit Facilities which are not part of the Management Areas, the Public Transit Authority shall have exclusive control, and the Public Transit Authority may delegate its management duties with respect to such areas independent of JMC involvement.

B. JMC. The JMC shall be an unincorporated association whose members shall be: (1) the Public Transit Authority, which shall at all times be entitled to 25% of the votes on the JMC; (2) the Owners (other than the Owner of the Parcel upon which the majority of the Metro Plaza is located) among whom the remaining 75% of voting entitlements on the JMC shall be divided as provided in the next paragraph. The JMC shall have officers whose functions are equivalent to those of the president, secretary and treasurer of a corporation, and the JMC shall have bylaws or their functional equivalent which, inter alia, provide for the election of such officers by non-cumulative simple majority vote. For purposes of this

Section 6.01B, the "Owners" having voting rights shall be the Owners of the above-plaza-level Parcels, and, if different, the Persons owning below-plaza-level Parcels shall be Owners but shall have no voting rights. Voting rights may not be transferred separate from the land out of which they arise, and no Party may sell a Parcel with restrictions on voting rights, but any Party may designate its ground lessee to exercise such voting rights. Ownership of the Triangle Parcel shall carry neither any voting rights nor, during the time that it is used solely for parking and access purposes, the obligation to share in any Cost Allocations.

The Owners' 75% of voting rights on the JMC shall be divided as follows:

(1) initially, 25% of voting rights on the JMC shall be allocated to each of (a) the Owner of Parcel 1, (b) the Owner of Parcel 2, and (c) the Owner of the West Property;

(2) If Parcel 2 is subdivided into two Parcels with a third Person not an Affiliate of either RTD or Catellus becoming the Owner of one of the two resulting Parcels (prior to the date upon which the West Property is subdivided with a third person not an Affiliate of Catellus becoming the Owner of one of the resulting Parcels), then 18.75% of voting rights on the JMC shall be allocated to each of (a) the Owner of Parcel 1, (b) the Owner of the West Property, and (c) the Owners of the two Parcels resulting from the subdivision of Parcel 2;

(3) If the West Property is subdivided into three Parcels with a third Person not an Affiliate of Catellus becoming the Owner of one of the three resulting Parcels (prior to the date upon which Parcel 2 is subdivided with a third person not an Affiliate of either RTD or Catellus becoming an Owner of one of the two resulting Parcels), then 15% of the voting rights on the JMC shall be allocated to each of (a) the Owner of Parcel 1, (b) the Owner of Parcel 2, and (c) the three Owners of the three Parcels resulting from the subdivision of the West Property;

(4) If Parcel 2 is subdivided with the Los Angeles County Transportation Commission ("LACTC") or an Affiliate of RTD becoming the Owner of one of the two resulting Parcels (prior to the date upon which the West Property is subdivided with a third person not an Affiliate of Catellus becoming the Owner of one or the three resulting Parcels), then 12.5% of the voting rights on the JMC shall be allocated to each of the Owner of Parcel 1 and the LACTC, and (b) 25% of the voting entitlements on the JMC shall be allocated to each of (i) the Owner of the West Property, and (ii) Catellus, in respect to its status as Owner of one of the two Parcels resulting from the subdivision of Parcel 2; and

(5) Once Parcel 2 is subdivided into two Parcels with a third person not an Affiliate of Catellus as an Owner of one of the two resulting Parcels and the West Property is subdivided into three Parcels with a third person not an Affiliate of Catellus as an Owner of one of the three resulting Parcels, then 12.5% of the voting rights on the JMC shall be allocated to each of (a) the Owner of Parcel 1, (b) the two Owners of the two Parcels resulting from the subdivision of Parcel 2, and (c) the three Owners of the three Parcels resulting from the subdivision of West Property.

If the West Property is subdivided into more or fewer than three surface Parcels, if Parcel 2 is subdivided into more or fewer than two surface Parcels, if the West Property is subdivided with the LACTC or an Affiliate of RTD becoming the Owner of one of the resulting Parcels, then the Parties shall

agree upon an equitable allocation of voting rights at that time (subject to arbitration if they do not agree) such that no Party and its Affiliates has more than fifty percent (50%) and the Public Transit Authority always maintains twenty-five percent (25%) of the votes.

At any meeting of the JMC, a simple majority of votes shall prevail, and a single representative of a Party may cast all votes on the JMC to which such Party is entitled. Any stalemates within the JMC or disputes between any of the Parties and the JMC shall be resolved by arbitration in accordance with Article XIV. All costs of the JMC in reviewing Improvement Plans (which shall not include separate costs incurred by, or amounts reimbursed to, an Interested Party in reviewing Improvement Plans) shall be paid by the Parties in accordance with their respective voting rights on the JMC.

The JMC shall meet quarterly (or more frequently, as agreed upon by a majority of JMC votes or as required to respond to submission of Improvement Plans or to take action in connection with the Budget, the PMA or other agreements) to consider recommendations of Property Manager and individual Parties, and make decisions on matters concerning the operation of the Management Areas, the implementation or modification of Management Documents, the execution, administration and renewal of the PMA, the review and approval of Budgets, costs and revenues and the allocation thereof, the procurement of services by the JMC and the authorization of services of Property Manager. Disapprovals of Budgets must be on a line item basis only, and may not be "global".

Subject to the Public Transit Authority's and RTD's rights under Sections 1.58 and 6.04, the JMC shall have the authority to negotiate and execute any PMA and amendments thereto, and to direct and modify the scope of Property Manager's services. The JMC may also suspend or terminate said services in accordance with the terms of the PMA.

The JMC may negotiate, hire and pay consultants to assist and advise the JMC with reviews to be performed by the JMC in accordance with this Agreement and to grant special event licenses for events to be held in the Common Facilities or the Common Public Transit Facilities so long as the same do not materially interfere with the use and enjoyment of any Parcel, Improvement or easement by the Parties and their Permittees.

The Management Standards may be amended or supplemented from time to time by agreement of the JMC; provided, however, that no such amendment or supplement may be made: (i) without the approval of Catellus while it (or its Affiliate) is an Owner; or (ii) without the approval of RTD while it (or its Affiliate) is either an Owner or the Public Transit Authority.

C. Property Manager. The JMC shall insure that the PMA obligates Property Manager to be responsible, at no cost to itself (except for negligence, willful misconduct and audit overruns in each case pursuant to or as otherwise provided by the terms of the PMA), and in the capacity of agent for the JMC for, the maintenance, operation, management, restoration, repair and replacement of all Management Areas and for all accounting, invoicing, subcontract administration and collection of payments related thereto. Notwithstanding anything to the contrary contained in this Agreement, the PMA shall not require Property Manager to be responsible for the Public Transit Functions throughout the Public Transit Facilities (whether or not part of the Management Areas); the Public Transit Functions shall be the right and responsibility of the Public Transit Authority independent of any JMC involvement.



The JMC shall require the Property Manager to use a standard of care in providing for the repair, replacement, operation, management, restoration and maintenance of the Management Areas so that the Project will reflect a high pride of ownership and will be maintained in a condition and state of repair commensurate with a First-Class Project. In this connection, the JMC shall insure that Property Manager shall perform the services specified in the PMA, and that such services shall include the following:

1. Install, reconstruct, repair, replace or refinish any Improvements in the Management Areas; provided, however, that Property Manager shall not construct, maintain, replace or repair the interior or exterior of any Building, nor shall Property Manager carry out any construction of Public Transit Improvements without the consent of the Public Transit Authority or in violation of this Agreement;

2. Place and maintain upon any Management Areas such signs as the Parties may deem appropriate for the proper identification, use and regulation thereof, in accordance with Section 5.15;

3. Perform such other acts that are reasonably necessary to preserve and protect the Management Areas and the beauty thereof in accordance with this Agreement; and

4. Maintain landscaping and public artworks on or in the Management Areas.

5. Parking Administration.

D. Public Transit Authority. The Owner from time to time of the Metro Plaza shall have the sole right to exercise voting rights of the Public Transit Authority in such capacity on the JMC. Notwithstanding the foregoing, such Owner may, during its period of such ownership only, delegate such rights to the then-acting Public Transit Authority by notice to the JMC.

6.02. Budget. At least 120 days prior to the commencement of each Accounting Period (except for the first Accounting Period), Property Manager shall submit, for the approval of the JMC, a proposed annual Budget of the Common Expenses (divided into categories of Common Facilities expenses and Common Public Transit Facilities expenses), administrative expenses of the JMC, Pure Public Transit Facilities Expenses and Exclusive Parking Facilities Expenses covering such Accounting Period (if there are multiple Property Managers, each Property Manager shall submit, for the approval of the JMC, a proposed annual Budget relating to those Management Areas as to which such Property Manager is responsible). The JMC shall have 21 days to review the proposed Budget. If, within said period, the JMC shall approve such Budget, it shall go into effect at the commencement of the new Accounting Period and be binding upon all Parties. Failing such approval, the JMC must meet within 35 days after receipt by the JMC of such proposed Budget; at such meeting, the JMC must either (i) reconsider its earlier disapproval and adopt such Budget; (ii) make revisions to such Budget and adopt the same as revised; or (iii) resubmit such Budget to Property Manager for revision in accordance with specific directions of the JMC. In the case of (iii) aforesaid, the terms of the PMA shall require that the Property Manager re-submit the proposed Budget, as revised, to the JMC within 10 days thereafter. The JMC must thereupon meet within 10 days after its receipt of the revised Budget and either (i) adopt such revised Budget; (ii) amend such revised Budget and adopt the same as amended; or

(iii) submit any items which remain in contention to arbitration in accordance with the terms of this Agreement. All decisions of the JMC made pursuant to the foregoing procedure shall be by simple majority vote.

Notwithstanding anything to the contrary herein, during any period of time when the RTD or the Public Transit Authority is obligated to pay for and is in fact paying for more than fifty percent (50%) of the Exclusive Parking Facilities Expenses and/or of the Common Public Transit Expenses or Common Facilities expenses, it shall have a veto with respect to all items in that portion of the Budget relating to such expenses; and the RTD and the Public Transit Authority shall at all times during the term of this Agreement have a line item veto with respect to all items in that portion of the Budget relating to Pure Public Transit Facilities Expenses. The foregoing veto may not be exercised for the purpose or with the effect of reducing the management standards below the Management Standards.

The Budget shall include, as to each category of Common Expenses, administrative expenses of the JMC, Pure Public Transit Facilities Expenses and Exclusive Parking Facilities Expenses, an item entitled "contingency", in a reasonable amount in respect to unanticipated expenses and/or expenses arising out of an Emergency. Except with respect to the first Accounting Period, if a proposed Budget shall not be approved by the JMC by the commencement of the next Accounting Period, Property Manager shall nevertheless continue to operate and maintain the Management Areas on the same budgetary basis as though the JMC had readopted the then-current Budget (except that each line item therein shall be increased by a percentage of the then-current line item amount equal to the percentage increase in the United States Department of Labor's Bureau of Labor Statistics Consumer and Clerical Workers, Los Angeles-Long Beach-Anaheim, Metropolitan Area; All Items (1967 = 100)), and each Party shall pay its share of Expense Allocations and other costs allocated to it in the Budget based on the amounts set forth in the then-current Budget (as so increased) for the remainder of any such Accounting Period until the Budget is approved. Once the Budget is approved or arbitrated, the Parties shall pay their Percentage Shares of Expense Allocations and all other amounts payable by them in accordance with the new Budget, and any underpayment or overpayment by the Parties for the period prior to approval of the Budget shall be adjusted at the end of the Accounting Period pursuant to Section 6.03.

Any Budget shall be appropriately and equitably prorated or adjusted during any Accounting Period to reflect increments to, or subtractions from, the Improvements occurring during that Accounting Period.

#### 6.03. Payment of Expenses.

A. Common Expenses. Except as otherwise may be agreed pursuant to Section 6.11, prior to the date of issuance of a certificate of substantial completion of the first Building on Parcel 2 or the West Property, any and all Common Expenses shall, subject to the following, be borne solely by RTD; provided however that, during such period of time, each Owner shall be responsible for maintaining unimproved portions of any Parcel owned by such Owner.

B. JMC Administrative Expenses. From the earlier of the date of issuance of a certificate of substantial completion for the Public Transit Improvements or the Phase I Improvements until the date of issuance of a certificate of substantial completion of the first Building on Parcel 2 or the

West Property, any and all administrative expenses of the JMC shall be borne solely by the RTD, except as set forth in Sections 4.03D and 6.11.

C. Pure Public Transit Facility Expenses. On the first day of each Accounting Period and on the first day of each calendar month thereafter, the Public Transit Authority shall reimburse Property Manager for all Pure Public Transit Facilities Expenses incurred by Property Manager under the authority of the PMA and pursuant to an approved or otherwise effective Budget.

D. Exclusive Parking Facilities Expenses. On the first day of each Accounting Period and on the first day of each calendar month thereafter, the Owner of any Exclusive Parking Facilities shall reimburse Property Manager for all Exclusive Parking Facilities Expenses attributable to the portion of the facilities owned by it and which are incurred by Property Manager under the authority of the PMA and pursuant to an approved or otherwise effective Budget.

E. Payment of Percentage Shares of Expense Allocations. Subject to Sections 6.03A and 6.03B, each Party shall make a monthly payment to Property Manager on account of its share of Expense Allocations in an amount equal to one-twelfth of the product of: (1) its Percentage Share with respect to each Expense Allocation category calculated as set forth in Exhibit "H-2"; and (2) the amount shown for each Expense Allocation category on the approved, arbitrated or otherwise effective Budget for such Accounting Period.

F. Unanticipated Expenses. In the event any expenses shall arise during an Accounting Period, which expenses were not anticipated by the Budget for such Accounting Period, the PMA shall obligate Property Manager to notify the JMC of, and request the JMC's approval of, and the JMC shall notify the Parties of, the nature and amount of such unanticipated expenses, which shall be paid for out of the contingency item of the Budget. If such item is insufficient, unless required by Emergency, funding of the shortfall must be approved by majority vote of the JMC (and subject to the veto of the RTD and the Public Transit Authority as set forth in Section 6.02) which, if made, shall require each Party to pay to Property Manager with respect to Expense Allocations, an amount equal to the product of (1) such Party's Percentage Share (as calculated and described in the Expense Allocations with respect to such item), and (2) the amount of such unanticipated expenses and with respect to other expenses, the amount of the unanticipated expense related to its Improvements.

G. Statement of Actual Expenses. The PMA shall obligate Property Manager, at the end of each Accounting Period, to render to the JMC a full and complete statement respectively of the Common Expenses, the administrative expenses of the JMC, Pure Public Transit Facility Expenses and Exclusive Parking Facilities Expenses (and the JMC shall promptly deliver a copy thereof to each Party), and in the event any Party shall have overpaid for such Accounting Period, Property Manager shall within 30 days of the delivery of such statement or following any audit refund to the Party the amount of such excess. Should any Party have underpaid for such Accounting Period, then such Party shall pay to Property Manager, within 30 days following the rendition of said statement or any audit, the amount of such deficiency.

H. Books and Records. Pursuant to the PMA, Property Manager shall be obligated to maintain complete books and records in such a manner as to accurately cover and reflect separately all items affecting or entering into determination


of the amounts to be paid by each Party with respect to each Cost Allocation category for each Accounting Period, and shall keep the same for a period of seven years after the end of such Accounting Period.

I. Audit. The JMC and each Party shall have the right, exercisable upon five days' notice to Property Manager, to retain an independent certified public accountant acceptable to Property Manager to make audits (within three years after the end of any Accounting Period) of such books and records as are relevant to the Accounting Period in question. In the event that any such audit discloses any error in the determination of expenses or such Party's share thereof, appropriate adjustment shall promptly be made between the parties to such audit to correct such error. In addition, if any such audit shall disclose an error in the computation of expenses of seven and one-half percent or more for the Accounting Period being audited, the PMA shall obligate Property Manager to promptly pay the reasonable cost of such audit. Except as may be provided in the PMA, Property Manager shall not be required to expend its own funds in connection with the discharge of its duties under the PMA.

J. PTA Security Deposit. Upon the first day of the first Accounting Period, the Public Transit Authority shall deliver to the JMC a security deposit equal to 50% of the amount payable by the Public Transit Authority in accordance with the Budget for the first Accounting Period. On each July 1, the Public Transit Authority shall deposit additional funds with the JMC or the JMC will release funds to the Public Transit Authority so that, at all times, the security deposit will be equal to 50% of the Budget for the prior Accounting Period (or fiscal year, if in such period the first Accounting Period shall not have commenced). The JMC and/or the Property Manager shall maintain such portion of the security deposit as it holds in an interest bearing account (with interest accruing for the benefit of the Public Transit Authority but not paid out except as aforesaid) and may, following the provision of notice and opportunity to cure as provided in Article XI, apply the security deposit to delinquent obligations of the Public Transit Authority. The JMC shall have, and shall insure that the PMA imposes upon Property Manager, the fiduciary obligations of a trustee with respect to any portions of said security deposit which are from time to time held by it. The provisions of this Section 6.03J shall cease to have any effect, and all unapplied deposits shall promptly be returned to the last Person which was the Public Transit Authority, if the lien provisions established in Section 11.03 become applicable to the Public Transit Authority. In addition, any unapplied deposits shall be returned to the Public Transit Authority upon the expiration of this Agreement.

6.04. Appointment of Property Manager.

A. Property Manager. The JMC shall enter into a PMA with each Property Manager providing for the management and control of such Management Areas on terms consistent with the duties and rights of Property Manager under this Article VI. Each PMA shall have an initial term of three years automatically renewing from year to year thereafter. Either party may elect to prevent such automatic renewal effective upon the three year or twelve month expiration date, in either event with not less than 90 days' prior written notice. Both RTD and the Public Transit Authority have the right to require the JMC so to elect and to submit the PMA for bid in accordance with competitive bidding procedures substantially similar to those then in force at RTD. Parties wishing to bid shall be pre-screened by the JMC such that only a "short list" is permitted actually to bid, and the previous Property Manager

shall, if it is an Owner otherwise entitled to vote, be entitled to vote on decisions concerning such bidders. All such short list bidders shall be required to do so on a form pre-prepared or approved by RTD so that the sole determinant of the successful bidder from the short list shall be price. Unless the previous Property Manager had been terminated for cause, it shall automatically be permitted to be a short list bidder. Any Property Manager must be a reputable Person, have no less than 10 years' experience in the operation and management of First-Class Projects (at least five years of which shall have been in Southern California) and have under management at least 1,000,000 rentable square feet of office and/or retail space and at least 1,000 parking spaces in Los Angeles and Orange Counties. As of the Effective Date, Catellus shall be deemed to satisfy all such requirements with respect to its qualification as Property Manager. 

Subject to conclusion of a PMA satisfactory to the JMC, Catellus (or, at the election of Catellus from time to time, any Affiliate of Catellus) shall initially be the Property Manager until the earlier of such time as (i) Catellus elects to no longer be responsible for the obligations of Property Manager, which election shall be made upon no less than 60 days' prior written notice to all other Parties; or (ii) Catellus (or its Affiliate) is terminated as Property Manager pursuant to subsection B below or pursuant to the PMA. It is understood that the obligations of Property Manager under this Agreement shall be binding on Catellus only with respect to the time period during which Catellus (or its Affiliate) is the Property Manager.

B. Termination of Property Manager. Upon no less than 60 days' prior written notice to all other Parties and to any Property Manager, and regardless of cause or lack of cause to so act, to the extent required in order to comply with tax-exempt financing or grant funding requirements promulgated by any governmental agency, the Public Transit Authority or the RTD, as the case may be, may require that the PMA with Property Manager be terminated.

If any Property Manager fails to perform its obligations under this Article VI or the PMA (unless due to the unavailability of funds required to be provided by the Parties), then the JMC shall have the right to give such Property Manager written notice specifying in reasonable detail the obligations which have not been performed. If, following 30 days after such notice is given, such Property Manager has not cured such failure to perform (or, if such failure cannot be cured within 30 days, such Property Manager shall not have commenced curing to the reasonable satisfaction of the JMC, within said 30-day period and thereafter used diligent efforts to cure said failure to completion as soon as practicable thereafter), then either the JMC, RTD or the Public Transit Authority shall have the right to terminate the PMA with such Property Manager effective as of the first day of the next succeeding calendar month.

C. Property Manager Fee. The fee paid to any Property Manager shall in no event be greater than, or be structured differently from, that permitted by Legal Requirements pertaining to tax exempt financing or grant funding applicable to the Property, or management fees reasonable and customary with respect to the type, quantity, quality and frequency of services to be rendered for projects of similar quality, use, size and tenancy.

D. Delegation. The JMC shall permit Property Manager to delegate or subcontract its management and operational responsibilities to reputable, experienced property

management firms (including Affiliates of Catellus) meeting qualifications imposed by the JMC, provided that no such delegation or subcontracting shall increase the management fee or cost of such services or relieve Property Manager of its responsibilities to the Parties or to the JMC hereunder or under any PMA.

6.05. Buildings. Each Owner shall be responsible for maintaining the interior and exterior of all Buildings within its Parcel. The entrances, service entrances, loading areas, lobby and exterior of all Buildings shall at all times be maintained in a condition and state of repair commensurate with a First-Class Project. Each Owner shall cause the exterior surfaces of the Buildings on its Parcel to be periodically repainted, cleaned, reconditioned or resurfaced, as frequently as is consistent with the maintenance of a First-Class Project.

6.06. Parking Facilities.

A. Operation. Any Owner of an Exclusive Parking Facility must hire Property Manager to operate and maintain such facilities at a management fee no greater (in percentage terms) than that charged to the JMC with respect to the operation of Parking Facilities. The terms of such agreement shall be subject to Section 6.04.B and 6.04.C. All Parking Facilities shall be operated by the Property Manager in accordance with Section 6.01. Parking shall be subject to such charges, parking validation systems and parking control devices (i) with respect to an Exclusive Parking Facility, as the Owner thereof may elect in its sole and absolute discretion; and (ii) with respect to Public Transit Parking Facilities, as may be determined by the Public Transit Authority, in its sole and absolute discretion but subject in each case to the following. All Parking Facilities shall, at a minimum, comply with the Management Standards and the Project as a whole will utilize consistent parking validation systems and control devices. All net proceeds from operation of an Exclusive Parking Facility shall belong to the Owner thereof, and all net proceeds from operation of the Public Transit Parking Facilities shall belong to the Public Transit Authority.

B. Separation. Any Owner or Public Transit Authority respectively selling Exclusive Parking Facilities or Public Transit Parking Facilities must separate such sold portions (the "Sold Portions") from the Exclusive Parking Facilities of other Owners and from any portion of the Public Transit Parking Facilities respectively by signage, control gates, architectural features, or such other methods as may be approved by the Parties, so that Permittees of the Public Transit Parking Facilities are prevented from improperly parking in Exclusive Parking Facilities and vice-versa. Such separation of the Sold Portions shall be at no cost or expense to any other Owner and shall not affect either the circulation of vehicular and pedestrian traffic or the number of parking spaces in any other Exclusive Parking Facility; said cost and expense shall not comprise Common Expenses, and shall be borne either by the seller or by the purchaser of the Sold Portion, as they may agree. Disputes regarding the adequacy of the method used to separate the Public Transit Parking Facilities from the Exclusive Parking Facilities or Sold Portions shall be resolved by arbitration pursuant to Article XIV. The JMC shall insure that Property Manager monitors the Parking Facilities and use reasonable efforts (including ticketing, fining and towing offenders where appropriate) to ensure that the Permittees of the Public Transit Parking Facilities, Exclusive Parking Facilities and Sold Portions park only in the proper areas.

C. Designation by RTD. Subject to the provisions of Section 6.06B, RTD shall have the right, from time to time, in its sole and absolute discretion, to apportion existing Parking Facilities located on Parcel 1 between (a) Exclusive Parking Facilities for the benefit of the Phase I Improvements (but in no event to exceed 800 spaces), and (b) Public Transit Parking Facilities, provided, however, that in no event shall the aggregate number of the Exclusive Parking Facilities for the Phase I Improvements and the Public Transit Parking Facilities exceed 3,055 spaces (except that such number may increase if the Public Transit Authority increases the number of tandem spaces) nor shall such allocation affect either the circulation of vehicular and pedestrian traffic or the number of parking spaces in any other Exclusive Parking Facility. Any costs associated with any such apportionment (e.g., new signage or gates) shall be the sole responsibility of RTD or the Public Transit Authority. Such apportionment shall be made, if at all, by written notice delivered to the other Parties and Property Manager at least 30 days in advance of the effective date of such apportionment, which notice shall specify in reasonable detail which of the Parking Facilities shall be Exclusive Parking Facilities and which shall be Public Transit Parking Facilities.

D. Right of First Offer.

1. Parking Arrangement. The Public Transit Authority shall have the right, in its sole discretion, to sell or otherwise transfer its rights with respect to the Public Transit Parking Facilities, subject to this Section 6.06D. The right of first offer in this Section 6.06D supersedes and replaces the right of first refusal set forth in the last grammatical paragraph of Section 1.2.3.2 of the Development Agreement. Catellus shall have a right of first offer with respect to any of said parking spaces which the Public Transit Authority, in its sole discretion, determines to sell to or exchange with a third party which is not a governmental agency or which, to the extent permitted by law (including tax laws related to Mortgages), the Public Transit Authority proposes to make available (by way of long term lease, covenant or otherwise) to a third party (whether or not such third party shall have made an offer or been identified) which is not a governmental agency, other than in connection with such third party's occupancy of portions of Phase I. Any proposed transaction relating to any such excess public parking spaces with a third party other than a government agency shall be referred to herein as a "Parking Arrangement". For purposes of this Section 6.06.D, the term "long term lease" means any lease, the term of which exceeds five (5) years, including all option periods. The foregoing right of first offer shall not apply where the Public Transit Authority is selling, exchanging or making available to a governmental agency for use by such governmental agency excess spaces in the Public Transit Parking Facilities.

2. Available Parking Notice. Before entering into a Parking Arrangement (the portion of the Public Transit Parking Facilities covered by the Arrangement being referred to herein as the "Available Parking"), the Public Transit Authority shall first give written notice (the "Available Parking Notice") to Catellus of any proposed Parking Arrangement whether proposed by the Public Transit Authority or by a third party which is on terms which the Public Transit Authority would be inclined to accept, which notice must set forth in reasonable detail the basic terms and conditions thereof.

3. Acceptance Notice. Within 30 days after receipt of such Available Parking Notice (such 30-day

period being herein called the "Election Period"), Catellus may, if it desires to accept the Parking Arrangement on and subject to the terms and conditions set forth in the Available Parking Notice, give notice (the "Acceptance Notice") to such effect to the Public Transit Authority. To be effective, such notice must be accompanied by a cashier's check in favor of the Public Transit Authority in the sum of 3¢ of the purchase price (the "Deposit") to secure performance by Catellus under this Section and as liquidated damages.

(a) If Catellus rejects or fails to give the Public Transit Authority the Acceptance Notice within the Election Period, then the Public Transit Authority may, within 12 months after the expiration of the Election Period, enter into the Parking Arrangement with any third person but only on and subject to the terms and conditions set forth in the Available Parking Notice unless otherwise permitted by Section 6.06D.4. Following the first anniversary of the expiration of the Election Period, Catellus' right of first offer shall apply anew as to any proposed Parking Arrangement. Notwithstanding the foregoing, the Public Transit Authority may proceed to close any Parking Arrangement transaction which was pending on such anniversary within six (6) months thereafter provided that the terms of such Parking Arrangement are, at such closing, in precise accordance with the terms of the applicable Available Parking Notice.

(b) If Catellus gives the Acceptance Notice within the Election Period, the Public Transit Authority shall forthwith enter into the Parking Arrangement with Catellus or one of its Affiliates respecting the Available Parking on the terms and conditions set forth in the Available Parking Notice, provided doing so does not conflict with any Legal Requirements or jeopardize any financing for the Project.

4. Change of Terms. If, during the 12 month period referred to in Section 6.06D.3.(a), the Public Transit Authority desires to decrease the offer price by more than 5% or increase or decrease the number of parking spaces by more than 5% from the number of spaces set forth in an Available Parking Notice which Catellus rejected or failed to accept, in order to proceed with good faith negotiations to enter into a proposed Parking Arrangement, the Public Transit Authority shall promptly give Catellus a revised Available Parking Notice incorporating such changes (whereupon the Election Period shall run anew) and shall not proceed with such Parking Arrangement, except to the extent thereafter permitted to do so under subparagraph 3 above. If the increase or decrease respectively of the offer price or of the number of parking spaces does not exceed 5%, no additional Parking Notice shall be required.

5. Survival. The right of first offer shall apply to any and all parking spaces which are relocated pursuant to Section 2.11 of the Public Transit Use Agreement and shall not terminate until the parking spaces to which it applies have been sold pursuant to a transaction with any party which is not a governmental agency following offer pursuant to such right. The benefit of the right of first offer runs with the land and Catellus shall have no right to transfer or assign such right separate from the land, except that Catellus may designate an Affiliate to acquire parking spaces pursuant to Catellus' exercise of said right.

6.07. Sale of Public Parking Facilities. If the Public Transit Authority sells a fee interest in all or a "discrete portion" of the Public Transit Parking Facilities whether to Catellus or to any third party (including to any governmental agency) which is not an Affiliate of RTD, the



portion of the Public Transit Parking Facilities so transferred shall no longer be deemed to be Public Transit Parking Facilities, and shall instead be denominated as and deemed to be Exclusive Parking Facilities. The purchaser of such parking facilities shall be an owner for purposes of this Agreement but shall not, unless otherwise granted such rights herein, have any voting rights with respect to the JMC. Pursuant to such transfer, the Parking Facilities so transferred shall cease to be Pure Public Transit Facilities and the cost of maintenance, operation and repair of such Parking Facilities including any management fee with respect thereto shall become Exclusive Parking Facilities Expenses, and all net revenue derived from the transferred parking facilities shall belong solely to the Owner thereof. Such parking facilities shall be subject to all requirements established herein for Exclusive Parking Facilities, including the Management Standards and the provisions of Section 6.06A. As used in this paragraph, "discrete portion" shall mean any section of Public Parking Facilities which (i) can be separated from a larger block by means of gating, electronic controls or other control devices or (ii) include all public parking spaces located on a particular Parcel or a particular level of any one Parcel and (iii) contains at least one hundred (100) parking spaces, counting tandem spaces as provided in the original design as two (2) spaces.

6.08. Certain Costs of Maintenance and Repair. If the need for maintenance or repair of any portion of the Common Facilities or Common Public Transit Facilities is conclusively established by the Parties or at arbitration to be either (a) caused solely through the willful misconduct or grossly negligent act or omission of any Party, or such Party's Permittees, or (b) attributable solely to one individual Parcel or the use of such Parcel by the Owner or Occupants thereof, payment for the cost of such maintenance or repair shall be the sole obligation of such Party. If the need for maintenance or repair of any portion of the Common Facilities or Common Public Transit Facilities is conclusively established by the Parties or at arbitration to be caused through the willful or grossly negligent act or omission of the Public Transit Authority or its Permittees, payment for the cost of such maintenance or repair shall be the sole obligation of the Public Transit Authority. Notwithstanding anything to the contrary contained in this Section, maintenance and cleaning expenses resulting from acts of members of the public (including graffiti) shall be Common Expenses regardless of whether such members of the public are Permittees of the Public Transit Authority, of any public transit provider, or of an Owner.

6.09. Common Interest Development. The Project constitutes a "common interest development" for purposes of the Davis-Stirling Common Interest Development Act, California Civil Code Sections 1350 et seq. (the "Act").

6.10. Capital Cost Allocations. Each of the Parties shall make payments to other parties in respect of certain capital costs in amounts and with other particulars determined by application of the Cost Allocations.

6.11. Temporary Uses. Temporary or interim improvements complying with Section 5.01A and applicable Management Standards (i.e., for uses which are contemplated to be superseded within a reasonably short period of time, such as temporary parking areas and retail areas) shall be permitted subject to agreement of the Parties (including agreements as to the payment and allocation of the JMC administrative costs and the Expense Allocations, if any); provided, however, that such temporary uses shall not be subject to any Cost Allocations.

ARTICLE VII  
TAXES

7.01. Owner Taxes. To the extent permissible under applicable Legal Requirements, the Parcels shall be separately assessed so that all Taxes shall be Owner Taxes and shall relate only to the individual Parcels and not to the Property as a whole. Subject to the provisions of Sections 7.02 and 7.03, each Owner shall pay directly to the taxing authority before delinquency all Owner Taxes assessed to such owner or against its respective Parcel. If Owner Taxes, or any portion thereof, may be paid in installments, then the Owner may pay each installment before the same becomes delinquent.

7.02. Contest by Parties. Any Party may, at its expense, contest by appropriate proceedings, prosecuted diligently and in good faith, any Owner Taxes (or, in the case of the Public Transit Authority, any Taxes assessed against the Public Transit Facilities) levied upon such Party or its Parcel. Any such contested Taxes shall in any event be paid prior to the time when the affected Parcel may be subjected to sale by reason of nonpayment of same. The contesting Party shall indemnify the other Parties against any and all Loss arising out of or relating to such contest.

7.03. Non-Payment of Taxes. In the event any Party shall fail to comply with its obligations under this Article VII, any other Party may pay the Taxes in question and penalties and interest thereon, and shall be entitled to prompt reimbursement from the defaulting Party for the sums so expended, with interest thereon at the Default Rate, as provided in Section 11.02.

7.04. Apportionment of Taxes on a Single Parcel. In the event any Taxes are assessed against or become a lien against an individual Parcel which contains: (a) an Exclusive Parking Facility or other Improvements for the exclusive use of the Owner and Occupants of another Parcel, then the Taxes (if any) with respect to such Parcel shall be apportioned between the Owner Taxes with respect to such Parcel and the Owner Taxes with respect to the Parcel benefited by such underground Exclusive Parking Facilities or other below-grade Improvements; or (b) Public Transit Facilities subject to tax and assessed by the taxing authority together with Owner Taxes, then such assessed Taxes shall be apportioned among Owner Taxes and Taxes payable by the Public Transit Authority as Pure Public Transit Facilities Expenses or as Common Public Transit Facilities expenses. In any of such cases, the apportionment shall be made by the Party being taxed (the "Apportioning Party"), based on an examination of the tax assessor's records (if possible), and shall be subject to the approval of all other Parties to whom an apportionment may be made. In the event the other affected Parties disapprove of the apportionment, the Apportioning Party and the other affected Parties shall, within ten (10) days after such disapproval, jointly select an individual person not affiliated with any Party, having at least 15 years' experience in the contest of taxes in the County of Los Angeles, who shall apportion the Taxes. The determination of such individual selected to apportion taxes shall be final and binding on all Parties. The fees of such individual shall be borne equally by the Apportioning Party and the other Parties in question. In the event the Parties shall be unable to agree upon such an individual, the apportionment shall be submitted to arbitration and determined pursuant to Article XIV. With respect to clause (b) above, if the underground Exclusive Parking Facilities or other Improvements are exempt from Taxes, nothing herein shall cause or permit Taxes to be apportioned to the Party owning such exempt property, provided that the Party owning such exempt property

shall cooperate diligently and in good faith with the Apportioning Party to ensure that the Apportioning Party's Parcel is not incorrectly assessed by virtue of such underground Exclusive Parking Facilities or other Improvements. Furthermore, the Parties shall cooperate in good faith to preserve the tax-exempt status of the Public Transit Facilities. Any Owner seeking an apportionment under this Section shall have the burden of proof as to whether Public Transit Facilities are being taxed.

7.05. Tax-Exempt Status of Public Transit Facilities. It is anticipated that the Public Transit Facilities will, to the maximum extent permitted by applicable Legal Requirements, be exempt from all Taxes. The Public Transit Authority shall, in good faith, take all reasonable steps necessary to obtain waivers of Taxes with respect to the Public Transit Facilities from the applicable Governmental Authorities, and shall furnish evidence of such waivers from time to time upon request to the other Owners. In the event any Public Transit Facilities shall ever become subject to any Taxes, apportionments shall be made as provided in Section 7.04. In such event, Sections 7.02 and 7.03 shall apply to and for the benefit of the Public Transit Authority. The Public Transit Authority shall cooperate diligently and in good faith with any Apportioning Owner, whether or not the Public Transit Improvements or Public Transit Easements are exempt from Taxes, to ensure that the Apportioning Owner's Parcel is not incorrectly assessed by virtue of any Public Transit Improvements or Public Transit Easements thereon.

#### ARTICLE VIII INSURANCE

##### 8.01. Public Transit Authority Insurance

A. Required Coverages. The Public Transit Authority shall obtain and keep in full force and effect at all times the following insurance, the cost and expense of which shall be borne by the Public Transit Authority, except a portion of such costs and expenses as reasonably relates to insuring the Common Public Transit Facilities, which shall be included in Common Expenses and shall be paid by the Parties in accordance with Article VI.

1. Commercial General Liability Insurance. A policy of commercial general liability insurance (occurrence form, if available at commercially reasonable rates) having a combined single limit of not less than Thirty Million Dollars (\$30,000,000) 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 \$30,000,000 coverage is in the form of a "claims-made" rather than an "occurrence" policy, "tail" coverage for one year must be purchased with limits equal to the claims-made policy.

2. Automobile Liability Insurance. Comprehensive automobile liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and insuring the Public Transit Authority against liability for claims arising out of ownership, maintenance or use of any owned, hired or non-owned automobiles.

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 the Public Transit Authority in the conduct of its operations on the Property (including the "all states" and the volunteers endorsement, if applicable), together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000).

4. Property Insurance. An "all risk" policy of insurance or equivalent (including boiler and machinery comprehensive form, if applicable) covering the Public Transit Improvements and all fixtures situated upon the Public Transit Improvements, or used in the operation or maintenance thereof, in an amount equal to the full replacement cost thereof (including costs attributable to changes in building laws), without deduction for depreciation, with such reasonable deductible amounts as may be customary from time to time in a First-Class Project. Such "all risk" policy of insurance or equivalent shall insure against all risks, including loss or damage by earthquake (unless waived by the JMC or not available at commercially reasonable rates), fire, windstorm, aircraft, vehicle, smoke damage, water damage, flood, sprinkler leakage, riot, civil commotion and terrorist actions.

B. General.

1. Insurance Companies. Insurance required to be maintained by the Public Transit Authority shall be written by companies licensed to do business in California and having a "General Policyholders Rating" of at least A-VIII (or such higher rating as may be required by a Mortgagee as set forth in the most current issue of "Best's Insurance Guide" or as are otherwise acceptable to the JMC.

2. Certificates of Insurance. The Public Transit Authority shall deliver to each other Party and the JMC certificates of insurance with original endorsements for all coverages required by this Section 8.01. The certificates 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 the JMC. The Public Transit Authority shall use reasonable efforts to furnish each other Party and the JMC with certificates of renewal or "binders" thereof at least ten (10) days prior to expiration of the policy, but in all events prior to expiration. 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 each Party named as additional insured (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).

3. Additional Insured. Each Party shall be named as an additional insured under all of the policies required by Sections 8.01.A.1 (Commercial General Liability Insurance) and 8.01.A.2 (Automobile Liability Insurance). The policies required under Subsections 8.01.A.1 and 8.01.A.2 shall provide for severability of interest.

4. Excess Coverage. Any umbrella liability policy or excess liability policy shall be in "following form" and shall contain a provision to the effect that, if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance, if such a provision is available at commercially reasonable rates.

5. Notification of Incidents. The Public Transit Authority shall notify each potentially affected Party and the JMC of the occurrence of any accidents or incidents in connection with the Public Transit Facilities which could give rise to a claim under any of the insurance policies required under this Section 8.01 within three (3) business days after the Public Transit Authority obtains knowledge of the same. Each Party shall notify its insurer of the occurrence of any accidents or incidents in connection with its Parcel (or, in the case of the Public Transit Authority, the Public Transit Facilities) within three (3) business days after such Party obtains knowledge of the same.

C. Self-Insurance. Notwithstanding anything in Section 8.01 to the contrary, the Public Transit Authority may self-insure with respect to all or any portion of the insurance requirements in Section 8.01.A if the Public Transit Authority:

(a) has a funded reserve for losses not covered by insurance of at least Thirty Million Dollars (\$30,000,000); or

(b) has and maintains reserves or assets for the risks so self insured as a prudent business person would maintain under like circumstances exercising reasonable business judgment and has a tangible net worth of \$100,000,000 in Constant Dollars, or more, as disclosed on its latest annual audited statement.

If the Public Transit Authority desires to self-insure with respect to all or a part of the above-required insurance, it shall submit the following to the JMC:

(a) Evidence in form of a letter executed by the Public Transit Authority's Director of Risk Management (or equivalent), confirming that the Public Transit Authority has a formal policy of self-insurance for the amount required to be insured;

(b) A letter from the Public Transit Authority indicating that the Public Transit Authority either has a funded reserve as set forth above or meets the net asset test described above;

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

(d) With respect to workers' compensation coverage, a certificate to self-insure from the California Department of Industrial Relations; and

(e) If adequacy of net assets is relevant, the latest audited annual statement.

The Public Transit Authority shall update any funded reserve information provided to the JMC on an annual basis. The Public Transit Authority shall notify the JMC of any change in its program of self-insurance within ten (10) business days following such change. Whenever the JMC reasonably determines that the funded reserve of the Public Transit Authority has fallen below levels required hereby or that the Public Transit Authority fails to satisfy the net assets test (if adequacy of net assets is relevant), the JMC may, in its reasonable discretion, require that the Public Transit Authority immediately obtain the insurance coverage described above in Section 8.01A and file certificates of insurance as described above and failure to do so shall be a default under this Agreement.

8.02. Owner Insurance.

A. Required Coverages. Each Owner shall, at each Owner's expense, obtain and keep in force at all times the following insurance, the cost and expense of which shall be borne by such Owner:

1. Commercial General Liability Insurance. 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 injury coverage, with delation 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, then "tail" coverage for one year must be purchased with limits equal to the claims-made policy.

2. Automobile Liability Insurance. Comprehensive automobile liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and insuring such Owner against liability for claims arising out of ownership, maintenance, or use of any owned, hired or non-owned automobiles.

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

4. Property Insurance. An "all risk" policy of insurance or equivalent (including boiler and machinery comprehensive form, if applicable) covering the Improvements owned by any owner or located on an Owner's Parcel (other than Public Transit Improvements, if such Owner is not the Public Transit Authority and other than portions of Phase I Improvements located on the West Property, which shall be insured by the RTD), in an amount equal to the full replacement cost thereof (including costs attributable to a change in laws), without deduction for depreciation, with such reasonable deductible amounts as may be customary from time to time in First-Class Projects. Such "all risk" policy of insurance or equivalent shall insure against all risks, including loss or damage by earthquake (unless waived by the JMC or not available at commercially reasonable rates), fire, windstorm, aircraft, vehicle, smoke damage, water damage, flood, sprinkler leakage, riot, civil commotion and terrorist acts. Any owner can satisfy its obligations under this Section by having such obligations fulfilled by a tenant.

B. General.

1. Insurance Companies. Insurance required to be maintained pursuant to this Article VIII shall be written by companies licensed to do business in California and having a "General Policyholders Rating" of at least A-VIII (or such higher rating as may be required by a Mortgagee) as set forth in the most current issue of "Best's Insurance Guide" or as otherwise acceptable to the JMC.

2. Certificates of Insurance. Each owner shall deliver to each other Party and the JMC certificates of insurance with original endorsements for all coverages required by this Section 8.02. The certificates and endorsements of 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 the JMC. Each owner shall furnish each other Party and the JMC with certificates of renewal or "binders" thereof at least ten (10) days prior to expiration of the policy, but in all events prior to expiration. 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 each Party named as additional insureds (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least ten (10) days' written notice has been given to each additional insured).

3. Additional Insureds. Each Party shall be named as an additional insured under all of the policies required by Sections 8.02.A.1 (Commercial General Liability Insurance) and 8.02.A.2 (Automobile Liability Insurance). The policies required under Sections 8.02.A.1 and 8.02.A.2 shall provide for severability of interest.

4. Excess Coverage. Any umbrella liability policy or excess liability policy shall be in "following form" and shall contain a provision to the effect that, if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance, if such a provision is available at commercially reasonable rates.

5. Notification of Incidents. Each Owner will notify each potentially affected Party and the JMC of the occurrence of any accidents or incidents in connection with any Parcel owned by such Owner which could give rise to a claim under any of the insurance policies required under this Section 8.02 within three business days after such Owner obtains knowledge of the same. Each Owner shall notify its insurer of the occurrence of any accidents or incidents in connection with its Parcel within three (3) business days after such Owner obtains knowledge of the same.

C. Self-Insurance.

Notwithstanding anything in Section 8.02 to the contrary, each Owner may self-insure with respect to all or any portion of the insurance requirements in Section 8.02.A if such Owner:

(a) has a funded reserve for losses not covered by insurance of at least Ten Million Dollars (\$10,000,000); or

(b) has and maintains reserves or assets for the risks so self insured as a prudent business person would maintain under like circumstances exercising reasonable business judgment and has a tangible net worth of \$100,000,000 in Constant Dollars, or more, as disclosed on its latest annual audited statement.

If an Owner desires to self-insure with respect to all or a part of the above-required insurance, it shall submit the following to the JMC:

(a) Evidence in form of a letter executed by the such Owner's Director of Risk Management (or equivalent), confirming that such Owner has a formal policy of self-insurance for the amount required to be insured;

(b) A letter from such Owner indicating that such Owner either has a funded reserve as set forth above or meets the net asset test described above;

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

(d) With respect to workers' compensation coverage, a certificate to self-insure from the California Department of Industrial Relations; and

(e) If adequacy of net assets is relevant, the latest audited annual statement.

Such Owner shall update any funded reserve information provided to the JMC on an annual basis. Such Owner shall notify the JMC of any change in its program of self-insurance within ten (10) business days following such change. Whenever the JMC reasonably determines that the funded reserve of such Owner has fallen below levels required hereby or that such Owner fails to satisfy the net assets test (if adequacy of net assets is relevant) the JMC may, in its reasonable discretion, require that such Owner immediately obtain the insurance coverages described above in Section 8.02A and file certificates of insurance as described above and failure to do so shall be a default under this Agreement.

**8.03 Property Managers Insurance.** The PMA shall obligate Property Manager to maintain commercial general liability insurance, automobile liability insurance and worker's compensation and employer's liability insurance in amounts and with a carrier acceptable to the JMC.

**8.04 Blanket Policies; Compliance.** The insurance described in Sections 8.01, 8.02 and 8.03 may be carried under a policy or policies covering other liabilities and locations of Property Manager, the Public Transit Authority, or an Owner, as the case may be, and/or may be satisfied in whole or in part under any plan of self insurance permitted hereunder from time to time. Each Party shall use commercially reasonable efforts to comply with the requirements of any insurance carrier providing insurance called for under this Agreement.

**8.05 Waiver of Subrogation.** Each Party shall use reasonable efforts to ensure that any policy of property insurance relating to the Property, any Parcel or any Improvements, shall permit a waiver of subrogation. If any Party is unable to obtain such a waiver, then all other Parties shall be relieved of their respective obligations to obtain such a waiver with respect to the non-obtaining Party.

**8.06 Modification of Insurance Requirements.** The requirement to obtain and maintain any particular insurance in accordance with Article VIII may be modified or waived if all Parties agree to such modification or waiver in writing and if such waiver or modification would not violate the terms of any Mortgage. The JMC shall review and modify as they deem fit the requirements set forth in this Article VIII at least once every five (5) years.

#### **ARTICLE IX** **CASUALTY AND RESTORATION**

**9.01. Restoration.** If any of the Improvements are damaged or destroyed and provided the Proceeds are sufficient, then, as soon as practicable thereafter, such Improvements shall be repaired, rebuilt and restored by the owner thereof at least to a condition substantially equivalent to its condition immediately prior to the damage or destruction, to the extent permitted by law.



If and to the extent that the Proceeds together with any deductible under any insurance maintained hereunder, are insufficient to pay the cost of such repair, rebuilding or restoration due to a default by such owner with respect to its obligations to maintain insurance under this Agreement, then such owner shall nevertheless be obligated to pay the cost of such repair, rebuilding, or restoration. Notwithstanding the foregoing, however, any deductible portion of any insurance policy covering the Common Facilities shall be a Common Expense.

Any material changes which such owner proposes to make to the design of the replacement or repaired Improvements shall constitute Construction Work, and, if applicable, Major Construction Work, and shall be subject to all applicable provisions of this Agreement.

If the Proceeds are unavailable or insufficient to pay the cost of such repair, rebuilding or restoration due to any reason or cause which is not a default by the owning party under this Agreement, including (i) the insolvency of the insurer; or (ii) the fact that the casualty in question was not required to be insured against pursuant to this Agreement; or (iii) the exercise of a right by any Mortgagee to retain or to receive any Proceeds on the grounds that the exercise of said right is due to the impairment of such Mortgagee's security (subject to Section 9.04), then the owner of such Improvements shall have no obligation to repair, rebuild and restore same. A failure by an owner to pay any portion of any deductible under a policy maintained by such owner (which portion is not a Common Expense) shall be a default by such owner under this Agreement.

9.02. Common Facilities. If any Common Facilities are damaged or destroyed and the owner thereof has the right pursuant to the foregoing provisions not to rebuild or repair the same, and in fact determines not to do so, then if the access to the Project of any other Party is blocked or materially reduced as a result of such determination, that Party shall have the right to repair, rebuild or restore the same or a functional equivalent thereof, and if the work in question constitutes Construction Work or Major Construction Work, then the same shall be subject to all applicable provisions of this Agreement.

9.03. Obsolete Improvements. Notwithstanding any other provision of this Article IX, if any Improvements which are damaged or destroyed were functionally obsolete immediately prior to such damage or destruction, their owner shall not be required to repair, rebuild or restore the same to their prior condition but rather (a) in the case of destruction, shall submit to the JMC for its determination the questions of whether and how alternative Improvements can be rebuilt in a useful and viable manner, and (b) in the case of damage, shall submit to the JMC the additional question of the most appropriate and cost effective way to deal with the undamaged portion of such Improvements.

9.04. Rights of Mortgagees. If any Mortgagee has the right to retain any Proceeds or control the disbursement of any Proceeds and in fact exercises such right, but notwithstanding the exercise by such Mortgagee of such right there remain Proceeds which are insufficient to pay the cost of repair, rebuilding or restoration of all structures which were covered by the insurance policy or policies in question, but which are sufficient to pay the cost of repair, rebuilding or restoration of the damaged or destroyed Improvements, then, subject to the rights of Mortgagees, the owner thereof shall be obligated to prioritize the use of the remaining Proceeds so as to repair, rebuild and restore such Improvements in the manner set forth in Section 9.01.

9.05. Tunnel Agreement Supersedes. This Article IX shall not be applicable to any circumstances which are covered by the terms of the Tunnel Access Agreement.

#### ARTICLE X

##### CONDEMNATION

10.01. Distribution of Proceeds. In the event any portion of the Property or Public Transit Facilities shall be taken by Condemnation, all Proceeds shall belong to the Party whose Property or Public Transit Facilities was so taken, as their interests may appear, and no other Party shall claim any portion of Proceeds for the fee value of any Parcel by virtue of any interests created by this Agreement; provided, however, that any other Party may file a claim with the condemning authority for damages other than the fee provided under eminent domain law (including for Cost Allocations and loss of the value of any easements.) Any Proceeds received on account of the Common Facilities shall be applied in the following order of priority: (a) first, to the Owner of the Parcel upon which the Common Facilities are located, for the repair and restoration of the Common Facilities to the extent practicable; and (b) second, to the Owner of such Parcel without limitation. Any Proceeds received on account of the Public Transit Improvements shall be applied first for the repair and restoration of the Public Transit Improvements, to the extent practicable, with the remainder going to the Public Transit Authority.

10.02. Restoration. If, as a result of any Condemnation, any Improvements or any portion of the Common Facilities or the Public Transit Improvements is damaged but ownership thereof is not completely taken by the condemning authority, the Owner, as to the Improvements or any affected Common Facilities located on such Owner's Parcel, or, unless expressly prohibited by Legal Requirements, the Public Transit Authority, as to the affected Public Transit Improvements, shall be obligated to restore the same to the extent practicable and to the extent and in the manner provided for in Article IX as if the Proceeds paid by the Condemning authority were Proceeds of casualty insurance.

#### ARTICLE XI

##### DEFAULTS AND REMEDIES

11.01. No Termination. No breach or default by any Party under this Agreement or any of the Project Documents shall entitle any other Party to cancel, rescind or otherwise terminate this Agreement, provided that such limitation shall not affect any other rights or remedies that any Party may have by reason of such default.

11.02. Interest. Any sums payable by a Party to any other Person under the terms and conditions of this Agreement shall bear interest at the Default Rate from the due date to the date of payment thereof.

11.03. Self-Help. If any Party shall fail to perform its non-monetary obligations under this Agreement, any other Party (the "Curing Party") shall have the right, but not the obligation, upon giving the defaulting Party at least 30 days' prior written notice of its election to do so (but in the event of Emergency, only such notice as is reasonable under the circumstances shall be required), unless prohibited by Legal Requirements, to perform such obligations on behalf of and for the account of the defaulting Party, unless the defaulting party within said period either cures the default in question

or, if the nature of the default is such that more than 30 days is required to cure same, commences curative measures within said period and diligently prosecutes the same to completion. In such event, the reasonable costs and expenses of the Curing Party, plus interest thereon at the Default Rate from the date of performance until the date of payment, shall be paid to such Party by the defaulting Party forthwith upon demand. If repayment shall not be made within 10 days after such demand is made (or is not made on behalf of such defaulting Party by its Mortgagee), then: (a) such Party shall have the right to deduct the aforesaid amount, without liability or forfeiture, from any sums then due or thereafter becoming due from it to the defaulting Party under this Agreement and (b) except where the defaulting Party is the Public Transit Authority, the RTD or any governmental agency and the provisions of Section 6.03H remain in effect, the amount due the Curing Party shall constitute a lien and charge upon the fee interest in defaulting Party's Parcel, and the Curing Party shall have the right to record a notice (the "Delinquency Notice") against the defaulting Party's Parcel, which states the amount due from the defaulting Party. The aforesaid lien shall attach immediately upon recordation of the Delinquency Notice. A copy of the Delinquency Notice shall be delivered to the defaulting Party pursuant to Section 15.10. The lien may be foreclosed by appropriate action in court or in the manner prescribed by law. Upon such sale, the defaulting Party shall be required to pay the reasonable attorneys' fees and costs and expenses of such Party in connection with the preparation, recordation and foreclosure of such lien. Any such lien shall be prior to all encumbrances, liens or charges on the defaulting Party's Parcel except (a) Taxes which are by law prior thereto; (b) the rights of Occupants pursuant to bona fide Leases; and (c) any Mortgage (and advances thereunder) made in good faith and for value and recorded prior to the Delinquency Notice (except that liens relating to all Cost Allocations to the extent set forth in Exhibit "H-1" shall be prior to all Mortgages). The transfer of any such Parcel shall not affect the aforesaid lien on such Parcel, except as set forth in Section 13.02. Nothing in this Section 11.03 shall permit any Person to (x) cause a lien to attach or be enforced in contravention of Legal Requirements (including, where applicable, Legal Requirements prohibiting the enforcement of liens on Property owned by governmental agencies); or (y) cause a lien to be attached or be enforced against the West Property prior to the subdivision of the West Property from the larger parcel(s) or lot(s) of which it is a part as of the Effective Date, as contemplated by Section 5.08.

11.04. Monetary Default. If any Party fails to make any payment when required to do so by the terms of this Agreement, then the provisions of Section 11.03 shall fully apply thereto mutatis mutandis except that instead of a 30 day cure right the defaulting Party shall have a non-extendable ten (10) day period, after receipt of notice, to pay the amount due, and shall have the right to submit any issue to arbitration only if it shall first make such payment (which it may do "under protest").

11.05. Other Remedies. If a Party either admits its default or is found at arbitration to be in default, it shall thereafter be prohibited from casting its votes on the JMC (until the default in question is cured). Subject to Article XIV, the rights and remedies given to any Party shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such Party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any such Party shall not impair such Party's standing to exercise any other right or remedy.

## ARTICLE XII

### TRANSFER OF INTEREST, RIGHTS, POWERS AND OBLIGATIONS

12.01. Limitations on Transfer or Assignment. In no event shall the rights, powers and obligations conferred upon a Party pursuant to this Agreement be at any time transferred or assigned by any such Party except through a transfer of its interest in its Parcel (or in the case of the Public Transit Authority, a transfer of its interest in the Public Transit Facilities or a designation of the primary operator of the Metro Rail and buses utilizing the Public Transit Improvements as the Public Transit Authority, which it may make or revoke in its sole discretion), and then only to the extent and in the manner hereinafter provided.

12.02. Transfer of Entire Interest. Subject to Section 12.03, in the event of the transfer or conveyance of (a) the whole of the interest of an Owner in its Parcel to an acquiring single Person, or (b) all of the Public Transit Improvements to an acquiring single Person, then the transferring Owner or the transferring Public Transit Authority, as the case may be, shall obtain, for the benefit of all Parties, the written agreement of the successor Owner or Public Transit Authority respectively to assume all obligations of the transferring Owner or Public Transit Authority under this Agreement thereafter to be performed, and, thereupon, such successor shall respectively become the Owner or Public Transit Authority for purposes of this Agreement and the transferring Owner or Public Transit Authority shall be relieved of all obligations thereafter occurring under this Agreement. However, no such transfer or conveyance shall release a Party of its accrued obligations to Indemnify unless the purchaser expressly assures those obligations in writing and notifies all Indemnified Persons of such assumption. Any such agreement shall be in writing, duly executed, verified and acknowledged by such successor, shall be delivered to all the Owners, shall contain a certificate that a copy thereof has been so delivered, and shall be recorded in the Official Records of Los Angeles County, California.

12.03. Mortgagees. In the event that a transferring Owner or Public Transit Authority shall enter into a Mortgage, then none of the rights and powers conferred upon, or obligations under this Agreement of, the transferring Owner or Public Transit Authority, as the case may be, shall be transferred or assigned with the transfer or conveyance of such interest to the Mortgagee, and all of the rights and powers conferred upon and obligations under this Agreement of the transferring Owner or Public Transit Authority, as the case may be, shall remain in such Owner or Public Transit Authority unless and until the consummation of a foreclosure, deed in lieu transaction or trustee's sale pertaining to the Mortgage in question.

#### 12.04. Multiple Ownership.

In the event that only a portion of a Parcel or of the Public Transit Facilities are respectively so transferred in such manner as to respectively vest ownership of a Parcel or interest therein, or of the Public Transit Improvements and the benefit and enjoyment of the Public Transit Use Areas, in more than one Person, then all such Persons shall be jointly considered a single Owner or the Public Transit Authority, respectively, and such Persons shall designate one of their number (by a written agreement in the form specified in Section 12.02) to act on behalf of all such Persons in the performance of the provisions of this Agreement.

12.05. Designation.

A. Effect. In the absence of the written designation referred to in Section 12.04, the acts of the transferring Party whose interest is sold or divided with respect to the rights and obligations under this Agreement shall be binding upon all of the Persons owning any interest in such Parcel or Public Transit Facilities, until such time as the written designation is properly served and recorded as provided by Section 12.02, and whether or not such Party retains any interest in the Parcel in question or Public Transit Facilities, as the case may be. The exercise or performance of any rights, powers or obligations of a Party under this Agreement by the Person designated in accordance with Section 12.04, to represent such Party shall be binding upon all Persons having an interest or right in such Parcel or Public Transit Facilities. So long as such designation remains in effect, all Persons having an interest or right in the Parcel or Public Transit Facilities shall act only through such Person designated hereunder and the other Parties shall have the right to deal exclusively with and rely solely upon the acts or omissions of such Person in the performance of this Agreement.

B. De-designation. Any Person designated under this Article XII may be removed by the Persons so designating, provided that written notice of such removal and designation of a new Person to act on behalf of all such Persons under this Agreement is given and made in the manner specified in Section 12.04.

C. Status of Designated Person. Any Person designated pursuant to the provisions of this Article XII shall be the agent of each Person having an interest as Party in the subject Parcel or Public Transit Facilities, as the case may be, is hereby irrevocably appointed for such purpose, and upon whom service of any process, writ, summons, order or other mandate of any nature of any court in any action, suit or proceeding arising out of this Agreement may be made, and service upon such designated Person shall constitute due and proper service of any such matter upon each of its principals, provided a copy of such matter is also mailed to such principals at the principals' last addresses known to the sender.

D. Obligation of Other Persons. Notwithstanding anything to the contrary herein contained, the designation of a Person to act on behalf of other Persons under this Article XII shall not for any purpose relieve any such other Persons from the obligations or liabilities created by or arising from this Agreement.

ARTICLE XIII

MORTGAGEE PROTECTION

13.01. Right to Encumber. Any Party shall have the right to encumber its interest in its respective Parcel by any Mortgage, provided such Mortgage is subject to and subordinate to (a) this Agreement including Article II of the Public Transit Use Agreement, (b) the rights of the Public Transit Authority in and to the Public Transit Facilities, (c) the Public Transit Use Agreement, and (d) the Development Agreement (if in force), unless the parties thereto otherwise agree in writing.

13.02. Default; Prior Claims and Obligations. No breach or default under this Agreement, nor any entry upon a Parcel by reason of such breach or default, shall defeat or

render invalid the lien of any Mortgage made in good faith and for value on any Parcel. The provisions, easements, conditions, restrictions, and covenants hereof shall be binding and effective against any Person whose title is acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise; provided, however, that a Mortgagee that takes title to a Parcel pursuant to foreclosure of its Mortgage, or any purchaser at a foreclosure or trustee's sale under a Mortgage, shall take such Parcel free of any prior claims, obligations or charges under this Agreement (other than Cost Allocations to the extent set forth in Exhibit "H-1"), including any obligation to repair or restore (or to contribute to the repair or restoration of) any damage or destruction to or Condemnation of the Project or any portion thereof occurring prior to the taking of title to such parcel by such Mortgagee or purchaser. The transfer of any Parcel pursuant to foreclosure of a Mortgage to which a lien under Section 11.03 is subordinate, or pursuant to any sale or deed in lieu of such a Mortgage, shall extinguish any such lien unless the Person who obtains title to such Parcel pursuant to the foreclosure or sale or deed in lieu thereof is the Owner who is personally liable for such lien; provided, however, that no transfer shall relieve such Parcel from any claim, charge or lien thereafter accruing.

13.03. Notice to Mortgagees. The Mortgagee under any Mortgage affecting a Parcel shall be entitled to receive notice of any default by any Party hereunder, provided that such Mortgagee shall have delivered a copy of a notice to each Party specifying the Mortgagee's name and address and requesting such notices. Failure of a Party to deliver a copy of such notice of default to the Mortgagee shall affect in no way the validity of the notice of default as it respects the defaulting Party, but shall make the same invalid as it respects the interest of the Mortgagee and its lien upon the affected Parcel. Any such notice to a Mortgagee shall be given in the same manner as provided in Section 15.10. The giving of any notice of default or the failure to deliver a copy to any Mortgagee shall in no event create any liability on the part of the Person so declaring a default.

13.04. Right to Cure. In the event that any notice shall be given of the default of a Party and of such defaulting Party's failure to cure or to commence to cure such default as provided in this Agreement, then and in that event any Mortgagee under any Mortgage affecting the Parcel of the defaulting Party shall be entitled to receive an additional notice given in the manner provided in Section 13.03, that the defaulting Party has failed to cure such default, and such Mortgagee shall have 30 days after the receipt of said additional notice to cure any such default, or, if such default cannot be cured within 30 days, to diligently commence curing within such time and diligently cure within a reasonable time thereafter. Mortgagees may jointly or singly pay any sum or take any other action reasonably necessary to cure any default of their Mortgages hereunder with the same effect as cure by the Mortgagor itself.

13.05. Amendment. This Agreement shall not, without the prior written consent of all Mortgagees holding Mortgages on any of the Parcels or the Public Transit Facilities, be amended so as to (a) change the fundamental purpose for which the Project was created or the permitted use thereof, or permit or allow the Parties by act or omission to abandon, subdivide, encumber, sell or transfer the Common Facilities or allow partition thereof, except as provided in Article II; (b) change the location of any permanent easements; (c) change the obligations of any Party to restore, rebuild or replace any Improvements upon a casualty or condemnation; (d) terminate this Agreement prior to the seventy fifth anniversary of the

Effective Date; (e) change the Cost Allocations or the Expense Allocations; (f) change the provisions applicable to insurance or Condemnation so as to reduce the required coverages or change the interest of any Party in the allocation, adjustment or distribution of Proceeds; or (g) change any provision of this Article XIII or any other provision of this Agreement which, by its terms is specifically for the benefit of Mortgagees or specifically confers rights on Mortgagees. No amendment to this Agreement made without the consent of any Mortgagee shall be binding upon it or its successors in interest should it become a Party.

13.06. Condemnation or Insurance Proceeds. Nothing in this Agreement shall impair the rights of any Mortgagee, pursuant to its Mortgage, to receive Proceeds which are otherwise payable to a Party which is its Mortgagor.

13.07. Title by Foreclosure. Except as otherwise set forth herein, all of the provisions contained in this Agreement shall be binding on and for the benefit of any Person who acquires title to a Parcel by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise under a Mortgage.

13.08. Modification of Article: Conflicts. No Party shall unreasonably withhold its consent to such modifications of this Article XIII as are reasonably requested by a Mortgagee, provided that the rights of any such Party will not be materially impaired, diminished, limited or delayed, nor the obligations of any such Party increased in any material respect as a result of such modifications. If there is any conflict between this Article XIII and any other provision contained in this Agreement, this Article XIII shall control.

#### ARTICLE XIV

#### ARBITRATION OF DISPUTES

14.01. Disputes Covered. Unless expressly otherwise stated, all disputes between the Parties concerning or arising under this Agreement shall be resolved by arbitration as provided herein and shall be enforceable in accordance with the California Arbitration Act. Notwithstanding the foregoing, any Party may seek and obtain a temporary restraining order and/or preliminary injunction in order to maintain the status quo or cease the offending action pending the outcome of an arbitration by filing a complaint and motion (ex-parte or otherwise) for injunctive relief in the Superior Court of the State of California in and for the Central District of the County of Los Angeles. Regardless of whether the court grants or denies the requested relief, the Parties shall immediately refer the matter to arbitration (whether already or yet to be initiated) as provided herein, the litigation initiated by the filed complaint shall be stayed pending the outcome of the arbitration, and any judgment rendering permanent any temporary or preliminary injunctive relief shall be left to the arbitrators and enforced by the court only on petition for confirmation of the arbitrators' award. No eminent domain proceeding of any nature initiated by the RTD or any of its successors or Affiliates shall be subject to arbitration under this provision.

14.02. Arbitration Procedure. Prior to submitting any matter to arbitration, the Party seeking arbitration shall request in writing a meeting to be attended by all Parties, (which request shall describe in reasonable detail the dispute in question), for the purpose of resolving such dispute. If the matter is not resolved at such meeting, or the meeting is not held within 25 days of the written request therefor other than due to the fault of the requesting Party, then any Party

may within 30 days from the date of the requesting Party's original request initiate arbitration. Arbitration shall be carried out by a panel of three neutral arbitrators selected in accordance with the rules of the American Arbitration Association and who, thereafter, shall resolve the dispute in accordance with such rules and in accordance with the provisions of the next paragraph.

Promptly after such appointment, said arbitrators shall hold a hearing and review evidence as is necessary to determine the matter in dispute and shall resolve the same and all questions pertaining thereto as promptly thereafter as is practicable under the circumstances in accordance with the rules of the American Arbitration Association (including provisions relating to hearings, notice, presentation of evidence and witnesses and discoveries). A majority decision shall be final at any stage of the proceeding. The decision of the arbitrators shall be binding upon the parties to such arbitration and may be enforced by subsequent legal or equitable proceedings. In any arbitration proceeding pursuant to this Article XIV, only arbitrators having appropriate certification and at least five years' experience in the substantive area subject to arbitration shall be selected as arbitrators.

**NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION:**

\_\_\_\_\_  
Catsellus  
RTD

**ARTICLE XV**

**MISCELLANEOUS**

15.01. Termination of Agreement. This Agreement shall be effective upon the Effective Date and shall continue for an initial period which shall expire on the date which is 75 years after the Effective Date, and this Agreement shall continue for successive ten year periods thereafter unless at least 75% of all of the Parties shall have agreed otherwise in writing prior to the commencement of a new ten year period, in which event this Agreement shall terminate upon the expiration of the then effective period. Notwithstanding anything to the contrary contained in this Agreement, any termination of this Agreement shall not affect the survivability of those agreements which are perpetual by the express terms of Article II or the accrued obligations of any Party under an Indemnity. Upon termination of this Agreement, all rights, privileges, duties and obligations created and imposed by this Agreement, except as provided in Article II or granted pursuant to Article II of the Public Transit Use Agreement, shall terminate and be of no further force or effect; provided, however, that the



termination of this Agreement shall not limit or affect any remedy at law or in equity of any Party against any other Party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination. The termination of this Agreement shall not terminate or limit other agreements pertaining to the Property.

15.02. Amendments. This Agreement may be modified or amended in whole or in part only by recording an amendment or a memorandum thereof in the Official Records of Los Angeles County, California, duly executed and acknowledged by all Parties. Additional easement areas, or changes in existing easement areas, shall be reflected in recorded instruments.

15.03. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.04. Rule Against Perpetuities. To the extent that any provision of this Agreement would otherwise be invalid or unenforceable due to a violation of the rule against perpetuities, the same shall be construed and interpreted, ut res magis valeat quam pereat (so that it shall have effect rather than be destroyed), as though it were expressly stated that the happening of any contingency or event must take place, if at all, within the maximum period permitted therefor in order not to violate said rule.

15.05. Change of Circumstances. Except as otherwise expressly provided in this Agreement, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Agreement.

15.06. Unavoidable Delays. Each Party shall be excused from performing any of its obligations or undertakings provided for in this Agreement, except any of their respective obligations to pay any sums of money under applicable provisions hereof, in the event and for so long as the performance of such obligation or undertaking is prevented, delayed, retarded, or hindered by Unavoidable Delays, provided that any such excused Party shall use reasonable efforts to mitigate the damages of such excused performance. Nothing contained in this Section shall defeat or limit any duty of each Person having an obligation under this Agreement from taking all reasonable actions to mitigate the effects of any such cause, by substitute performance or otherwise.

15.07. References to the Covenants in Deeds. Deeds to and instruments affecting any Parcel or any part of the Property may contain the Restrictions herein set forth by reference to this Agreement; but regardless of whether any such reference is made in any deed or instrument, each and all of the Restrictions shall be binding upon the Person claiming through any such deed or instrument and such Person's heirs, executors, administrators, successors and assigns.

15.08. Gender and Number. Wherever the context of this Agreement so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

15.09. Captions and Titles. All captions, titles or headings of the Articles and Sections in this Agreement are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

15.10. Notices. Any notice, demand, consent, approval or other communication required or permitted to be given hereunder shall be effective only if given in writing, sent by first-class certified mail, return receipt requested, or sent by Federal Express or similar generally recognized overnight carrier or delivery service regularly providing proof of delivery, or delivered personally, and addressed as follows:

If to Catellus: Catellus Development Corporation  
800 North Alameda Street, #100  
Los Angeles, California 90012  
Attention: Vice President, Development

With a copy to: Catellus Development Corporation  
201 Mission Street, 30th Floor  
San Francisco, California 94105  
Attention: General Counsel

And to: Pircher, Nichols & Meeks  
1999 Avenue of the Stars  
Suite 2600  
Los Angeles, California 90067  
Attention: Real Estate Notices (DJL 570-2)

If to RTD: Southern California Rapid Transit District  
425 South Main Street  
Los Angeles, California 90013-1393  
Attention: Manager,  
Real Estate Development

And to: Southern California Rapid Transit District  
425 South Main Street  
Los Angeles, California 90013-1393  
Attention: General Counsel

With a copy to: Jones, Day, Reavis & Pogue  
555 W. Fifth St., Suite 4600  
Los Angeles, California 90013-1025  
Attention: Real Estate Notices (DF)  
058995-004-012

The foregoing addresses may be changed or new addressees may be added by written notice given as herein provided. Notice shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by return receipt or proof of delivery, or upon the date personal delivery is made, except that notice of a change of address shall be effective upon receipt.

15.11. Additional Property. Additional property may be annexed from time to time to the Property by an amendment to this Agreement executed and recorded in the manner set forth in Section 15.02. Such amendment may contain supplementary provisions dealing solely with the annexed property so long as such provisions are not inconsistent with the provisions of this Agreement. Upon acquisition by a Party of any portion of the Additional Land, it shall become subject to this Agreement, it shall be annexed into the Project and the Parties shall execute, in recordable form, such documents as are required to achieve that result. Upon the recordation of such amendment, the additional property so annexed shall in all respects be subject to this Agreement as a portion of the Property.

Similarly, if portions of real property which constitute the West Property as of the Effective Date shall cease to be a part of the West Property (as permitted in accordance with Section 5.08): (a) the Parties shall execute and record an amendment to this Agreement reflecting the full release of such portions of real property from the effect of this Agreement and (b) such portions of real property shall cease to be part of the Property, shall cease to be subject to this Agreement and shall be released in all respects from the effect of this Agreement. If any real property which is not a part of the West Property as of the Effective Date shall become a part of the West Property (as provided in Section 5.08), then: (a) the Parties shall execute and record an Amendment to this Agreement reflecting the addition of such real property to the effect of this Agreement; and (b) such real property shall be a part of the Property and shall be subject to this Agreement.

15.12. Incorporation of Exhibits. Those exhibits attached to this Agreement are by this reference incorporated herein.

15.13. Estoppel Certificates. Each Party, at any time and from time to time upon not less than 10 days' prior written notice from any other Party, shall execute, acknowledge and deliver to such Party, or, at such Party's request, to any other Person reasonably requested by such Party, a certificate legally sufficient to establish the following: (a) if true, that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications); (b) whether, to such Person's actual knowledge, there are then existing any defenses against the enforcement of any of the obligations of the requesting Party under this Agreement (and, if so, specifying same); and (c) whether, to such Person's actual knowledge, there are then existing any defaults by any Party or Property Manager in the performance of their respective obligations under this Agreement (and, if so, specifying same). It is intended that any such certificate delivered pursuant to this Section 15.13 may be relied upon by the requesting Party and any such other Person. The Parties will execute an alternative form of estoppel certificate if reasonably requested by a Party. The Party providing any such certificate shall be entitled to receive the reasonable cost of its preparation, not to exceed \$1,000 in Constant Dollars.

15.14. No Partnership. Neither anything contained in this Agreement, nor any acts of the Parties, shall be deemed or construed by any Person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Parties or between any of the Parties and Property Manager or the Public Transit Authority.

15.15. No Third Party Benefited. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any Person, other than Property Manager and any Mortgagee, unless expressly provided herein. No modification of this Agreement shall require any consent or approval of any Party's Permittees or any Occupant or its Permittees.

15.16. Consent. In any instance in which a Party shall be requested to consent to or approve of any matter with respect to which such Party's consent or approval is required by any of the provisions of this Agreement, such consent or approval shall be given in writing, and shall not be unreasonably withheld or delayed, unless the provisions of this Agreement with respect to a particular consent or approval shall expressly provide that the same shall be given or refused in the sole judgment of any Party.

15.17. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.

15.18. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project to the general public or for the general public or for any public purpose whatsoever, it being the intention of RTD and Catellus that this Agreement shall be strictly limited to and for the purposes herein expressed.

15.19. No Merger. Neither this Agreement nor any portion hereof shall be extinguished by merger through the operation of law alone, but only by a recorded instrument specifically so providing.

15.20. Successors and Assigns. This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of RTD, Catellus and all other Parties. The terms, covenants and conditions of this Agreement with respect to a Party shall be binding upon and enforceable by a Person only with respect to the time period during which such Person is a Party. However, any and all obligations of a Party which had accrued and were undischarged or otherwise unsatisfied at the time when such Party transferred its interest in the Project shall remain the personal obligations of that Party and in addition shall be binding upon its successors subject, however, to the provisions of Section 13.02.

15.21. Time of Essence. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

15.22. No Waiver. No waiver of any default by any Party shall be implied from any omission by any other Party to take any action in respect of such default, whether or not such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The Consent or approval by any such Party to or of any act or request by any other Party requiring consent or approval shall not be deemed to waive or render unnecessary the Consent or approval to or of any subsequent similar acts or requests.

15.23. Attorneys' Fees. If any Party hereto shall obtain legal counsel and bring an action in Court or in arbitration pursuant to Article XIV against any other Party by reason of the breach of any covenant, provision or condition hereof, or otherwise arising out of this Agreement, then either Party may request that the Court or arbitrator, as the case may be, render a determination (in the same proceeding in which judgment on the merits of the claim is made) on the issue of whether one Party was a "Prevailing Party" with respect to the totality of the final judgment (and not on the basis of the individual elements of the claim) and if one Party is so determined to be a Prevailing Party, the other Party shall pay the Prevailing Party's court or arbitration costs, as the case may be, and reasonable attorneys' and experts Costs and fees incurred in Connection therewith.

15.24. Interpretation. This Agreement shall be construed in accordance with its fair meaning and not strictly for or against any Party.

15.25. Limitation of Liability.

A. This Agreement is executed by the authorized representatives of RTD and Catellus solely as representatives of the same and not in their own individual capacities, and their advisors, trustees, directors, officers, employees, beneficiaries, shareholders, participants or agents shall not be personally liable in any manner or to any extent under or in connection with this Agreement except for willful misconduct or fraud.

B. The limitation of liability provided in subsection B above is in addition to, and not in limitation of, any limitation on liability applicable to any Party or such advisors, trustees, directors, officers, partners, employees, beneficiaries, shareholders, participants or agents of any Party provided by law or by any other contract or agreement or instrument.

15.26 Certain Terminology.

A. Wherever the words "including", "include" or "includes" are used in this Agreement, they should be interpreted in a non-exclusive manner as though the words ", without limitation," immediately followed the same.

B. Except as otherwise indicated, all references to Articles, Sections or Exhibits made in this Agreement shall be deemed to refer to the Articles, Sections or Exhibits, as the case may be, of this Agreement.

15.27 Conflict With Other Agreements. The Development Agreement shall be effective in accordance with its terms, but in the event of a conflict or inconsistency with this Agreement, the terms of this Agreement shall control. Sections 2.01 through 2.04, 2.10 through 2.13, 2.15 through 2.18, 2.22, 2.24 and 2.25 of the Public Transit Use Agreement are hereby incorporated herein by this reference; this Agreement, during its term, supersedes all other provisions of the Public Transit Use Agreement except defined terms used in said Sections, which shall have the meanings ascribed to them in the Public Transit Use Agreement. All modifications to surviving sections of the Public Transit Use Agreement shall be recorded as amendments thereto and not hereto.

15.28 Superseding of Grant Deeds. The easements granted pursuant to Sections 2.01, 2.02, 2.03 and 2.08 and the Use Restrictions set forth in Article V supersede and replace the "Easements" and "Use Restrictions" (as such terms are defined in the Corporation Grant Deed from RTD to Catellus dated as of \_\_\_\_\_, 1992, and recorded on \_\_\_\_\_, 1992, as Instrument No. \_\_\_\_\_ in the Official Records of Los Angeles County, California, and in the Corporation Grant Deed from Catellus to RTD dated as of \_\_\_\_\_, 1992, and recorded on \_\_\_\_\_, 1992, as Instrument No. \_\_\_\_\_ in the Official Records of Los Angeles County, California.

15.29 Police Powers. No provision of this Agreement shall limit the police powers of the RTD or of the Public Transit Authority.

IN WITNESS WHEREOF, RTD and Catellus have hereunto caused this Agreement to be executed by the signatures of their duly authorized representatives as of the day and year first above written.

**CATELLUS:**

CATELLUS DEVELOPMENT CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Theodore L. Tanner  
Title: Vice President  
Development

Approved as to form:

\_\_\_\_\_  
General Counsel of SCRTD

**RTD:**

THE SOUTHERN CALIFORNIA RAPID  
TRANSIT DISTRICT,  
a California public corporation

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

[ADD ACKNOWLEDGMENTS]

EXHIBIT "A-1"

DESCRIPTION OF PARCEL 1

[Attach descriptions of Parcels C & D]

Revised March 6, 1992

PARCEL C 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; those  
5 portions of the Peschke Tract, in said City, County and State, as per map  
6 recorded in Book 31, Page 45 of said Miscellaneous Records; that portion  
7 of Lot 5 of Tract No. 10151, in said City, County and State, as per map  
8 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's  
9 Office; and those portions of City Lands, in said City, County and State,  
10 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous  
11 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  
26  $79^{\circ} 58' 59''$  East 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet;  
27 thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01' 01''$  East  
28 13.75 feet; thence South  $79^{\circ} 58' 59''$  East 109.89 feet to a point in the  
29 westerly line of the land as described in Parcel 1 of the deed to the City  
30 of Los Angeles recorded December 28, 1945, in Book 22651, Page 63 of  
31 Official Records, in said office of the County Recorder being a curve  
32 concave westerly and having a radius of 1000.00 feet, a radial of said



MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised March 6, 1992

PARCEL D 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 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;  
7 those portions of Block "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  
13 504 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  
22 Official Records, in said office of the County Recorder; thence along a  
23 westerly and southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet  
24 and South  $71^{\circ} 09' 27''$  East 10.86 feet; thence along a line parallel with the  
25 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract  
26 No. 10151, South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East  
27 45.00 feet; thence South  $10^{\circ} 01' 01''$  West 45.00 feet to the TRUE POINT OF  
28 BEGINNING; thence continuing South  $10^{\circ} 01' 01''$  West 92.50 feet; thence North  
29  $79^{\circ} 58' 59''$  West 19.25 feet to the beginning of a tangent curve concave  
30 southeasterly and having a radius of 80.00 feet; thence southwesterly along  
31 said curve through a central angle of  $47^{\circ} 25' 50''$  an arc distance of 66.23  
32 feet to a line parallel with and distant 58.92 feet westerly, measured at

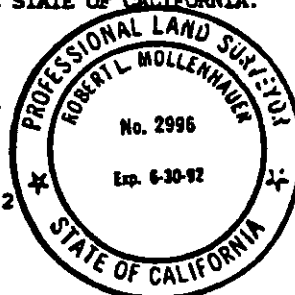
Revised March 6, 1992

1 PARCEL C AFTER ADJUSTMENT (CONTINUED)  
2 curve to said point having a bearing of South 65° 11' 07" East; thence  
3 northerly along said curve, through a central angle of 05° 58' 02" an arc  
4 distance of 104.15 feet to the northerly terminus of said curve at the  
5 most southerly corner of the land as described in the deed to the City of  
6 Los Angeles recorded August 28, 1936, in Book 14393, Page 61 of said  
7 Official Records; thence along the northwesterly lines of said last  
8 mentioned deed North 18° 50' 51" East 120.96 feet and North 26° 09' 18"  
9 West 14.14 feet to a point in the westerly prolongation of the northerly  
10 line of Lot "B" of said Tract No. 10151 distant 23.18 feet westerly along  
11 said prolongation, from the northwesterly corner of said Lot "B"; thence  
12 along said prolongation North 71° 09' 27" West 121.02 feet to the  
13 southeasterly line of Lot 1 of said Subdivision of a Part of the Estate of  
14 Ynuario Avila Dec'd; thence along said southeasterly line North 27° 03'  
15 23" East 20.44 feet to the northeasterly corner of said Lot 1; thence  
16 along the northerly line of Lots 1 to 5 of said Subdivision of a Part of  
17 the Estate of Ynuario Avila Dec'd North 71° 09' 27" West 225.50 feet to an  
18 intersection with the northerly prolongation of that certain course  
19 described above as having a bearing and distance of "South 10° 01' 01"  
20 West 240.67 feet"; thence along said prolongation South 10° 01' 01" West  
21 33.63 feet to the TRUE POINT OF BEGINNING.

22  
23  
24 Containing 90,180 square feet

25  
26  
27 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
28 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
29 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

30   
31 Robert L. Mollenhauer, FLS No. 2996



THIS DESCRIPTION  
PREPARED BY WRS  
CHECKED ALY  
TYPED RP  
COMPARED WRS

Revised March 6, 1992

1 PARCEL D AFTER ADJUSTMENT (CONTINUED)

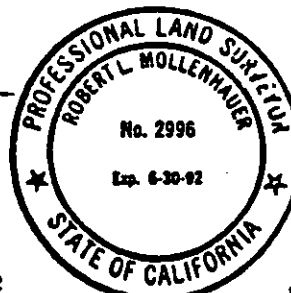
2 right angles, from the southerly prolongation of that certain course  
3 described above as having a bearing and distance of "South 10° 01' 01"  
4 West 92.50 feet"; thence along said parallel line South 10° 01' 01" West  
5 108.24 feet to the beginning of a non-tangent curve concave northeasterly  
6 and having a radius of 80.00 feet, said curve being tangent at its  
7 easterly terminus to a line parallel with and distant 160.00 feet  
8 southerly, measured along said last mentioned southerly prolongation, from  
9 that certain course described above as having a bearing and distance of  
10 "North 79° 58' 59" West 19.25 feet", said easterly terminus being distant  
11 19.25 feet westerly along said parallel line from the intersection of said  
12 parallel line with said southerly prolongation; thence southeasterly  
13 along said last mentioned curve through a central angle of 47° 25' 50" an  
14 arc distance of 66.23 feet to said easterly terminus; thence tangent to  
15 said curve along said last mentioned parallel line South 79° 58' 59" East  
16 19.25 feet to said southerly prolongation; thence continuing along said  
17 southerly prolongation South 10° 01' 01" West 364.33 feet; thence South  
18 79° 58' 59" East 150.00 feet; thence North 10° 01' 01" East 616.83 feet  
19 to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING;  
20 thence along said last mentioned line North 79° 58' 59" West 150.00 feet  
21 to the TRUE POINT OF BEGINNING.

22  
23 Containing 104,091 square feet.

24  
25 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
26 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
27 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

28  
29 

30 Robert L. Mollenhauer, PLS No. 2996



31  
32 THIS DESCRIPTION  
PREPARED BY RM  
CHECKED RM  
TYPED RM  
COMPARED RM

EXHIBIT "A-2"

DESCRIPTION OF PARCEL 2

[Attach description of Parcel B]

Revised June 15, 1992

PARCEL B AFTER ADJUSTMENT

1 Those portions of the Subdivision of a Part of the Estate of Ynuario 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  $18^{\circ} 56' 30''$  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  $71^{\circ} 09' 27''$  East 10.86 feet; thence along a line parallel with the centerline of  
24 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,  
25 South  $10^{\circ} 01' 01''$  West 240.67 feet; thence South  $79^{\circ} 58' 59''$  East 45.00 feet;  
26 thence South  $10^{\circ} 01' 01''$  West 45.00 feet to Point "A" for purposes of this  
27 description; thence South  $79^{\circ} 58' 59''$  East 150.00 feet; thence North  $10^{\circ} 01' 01''$   
28 East 13.75 feet to the TRUE POINT OF BEGINNING; thence South  $79^{\circ} 58' 59''$   
29 East 109.89 feet to a point in the westerly line of the land as described in  
30 Parcel 1 of the deed to the City of Los Angeles recorded December 28, 1945, in  
31 Book 22651, Page 63 of Official Records, in said office of the County Recorder,  
32

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  $65^{\circ} 11' 07''$   
3 East; thence southerly along said curve, through a central angle of  $04^{\circ}$   
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  $21^{\circ} 29' 15''$  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  $05^{\circ} 09' 26''$  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  $26^{\circ} 38' 24''$  an arc distance of  
16 185.98 feet to said northerly prolongation; thence along said  
17 prolongation South  $05^{\circ} 09' 09''$  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  $04^{\circ} 59' 28''$  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  $08^{\circ} 55' 59''$  East to said northeasterly corner,  
27 through a central angle of  $04^{\circ} 28' 49''$  an arc distance of 339.35 feet to a  
28 line bearing South  $10^{\circ} 01' 01''$  West from said hereinbefore described Point  
29 "A"; thence along said last mentioned line North  $10^{\circ} 01' 01''$  East 63.32  
30 feet to a point distant 616.83 feet southerly along said last mentioned line  
31  
32

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised June 15, 1992

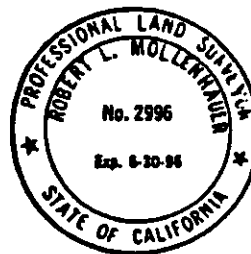
1 PARCEL B AFTER ADJUSTMENT (CONTINUED)

2 from said Point "A"; thence South 79° 58' 59" East 150.00 feet; thence  
3 North 10° 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.



27 

28 Robert L. Mollenhauer, PLS No. 2996

29  
30  
31  
32

THIS DESCRIPTION	
PREPARED BY	<u>WHL</u>
CHECKED	<u>MJM</u>
TYPED	<u>JD</u>
COMPARED	<u>AK</u>

EXHIBIT "A-3"

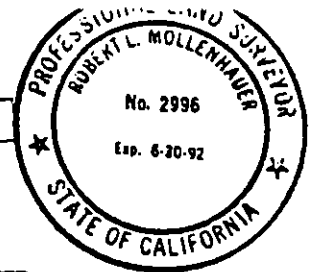
DESCRIPTION OF TRIANGLE PARCEL

[Attach description labeled "Catellus  
Property Easterly of Existing vigneas street"]



MOLLENHAUER, HIGASHI & MOORE, INC.  
LAND SURVEYORS  CIVIL ENGINEERS  
411 West Fifth Street, Los Angeles, California 90013  
Phone (213) 624.2661

2



April 10, 1992

CATELLUS PROPERTY EASTERLY OF EXISTING VIGNES STREET

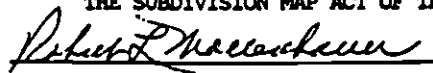
(PARCEL 2 OF CHICAGO TITLE REPORT NO. 9134042)

1  
2 That portion of Lot 5 in Tract No. 10151, in the City of Los Angeles, in  
3 the County of Los Angeles, State of California, as per map recorded in Book  
4 157 Pages 45 to 47 of Maps, in the office of the County Recorder of said  
5 County, described as follows:

6  
7 Commencing at the most southerly corner of said Lot 5; thence along the  
8 southwesterly line of said Lot 5, North  $48^{\circ} 06' 12''$  West 30 feet to the  
9 most southerly corner of Vignes Street, as described in Parcel 1 in the  
10 deed to the City of Los Angeles, recorded December 28, 1945 as Instrument  
11 No. 1224 in Book 22651 Page 63, Official Records of said County; thence  
12 along the easterly line of said Vignes Street, North  $21^{\circ} 29' 13''$  East 56.08  
13 feet to the point of tangency thereof with a curve concave easterly and  
14 having a radius of 50 feet; said point being the TRUE POINT OF BEGINNING;  
15 thence southerly along said curve, through a central angle of  $69^{\circ} 35' 25''$   
16 an arc distance of 60.73 feet; thence tangent to said curve, South  $48^{\circ} 06'$   
17  $12''$  East 4.27 feet to the southeasterly line of said Lot; thence  
18 northeasterly along said southeasterly line to the most southerly corner of  
19 the land described in the deed to Gustave Renaldo and wife, recorded  
20 October 7, 1944 as Instrument No. 10 in Book 21295 Page 399, Official  
21 Records of said County; thence northwesterly along the southwesterly line  
22 of said deed 175.95 feet to the easterly boundary of Vignes Street as  
23 described in said Parcel 1, in deed to the City of Los Angeles; thence  
24 southerly along said easterly boundary to the TRUE POINT OF BEGINNING.

25  
26 Containing 31.187 square feet

27  
28 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
29 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
30 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

31   
32 Robert L. Mollenhauer, FLS No. 2996

THIS DESCRIPTION  
PREPARED BY ZURIS  
CHECKED MZJ  
TYPED gc  
COMPARED MZJ

EXHIBIT "A-4"

DESCRIPTION OF WEST PROPERTY

[Attach description of Parcel A]

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<sup>0</sup> 01' 01" West 137.50 feet"; thence along said parallel line  
5 South 10<sup>0</sup> 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<sup>0</sup> 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<sup>0</sup> 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<sup>0</sup> 58' 59" East 19.25 feet to said southerly prolongation;  
17 thence continuing along said southerly prolongation South 10<sup>0</sup> 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<sup>0</sup> 27' 10" East; thence westerly along said curve, through a  
26 central angle of 00<sup>0</sup> 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<sup>0</sup> 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

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 137.80 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 88.92 feet  
31  
32

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 Ymaric 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 6 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.



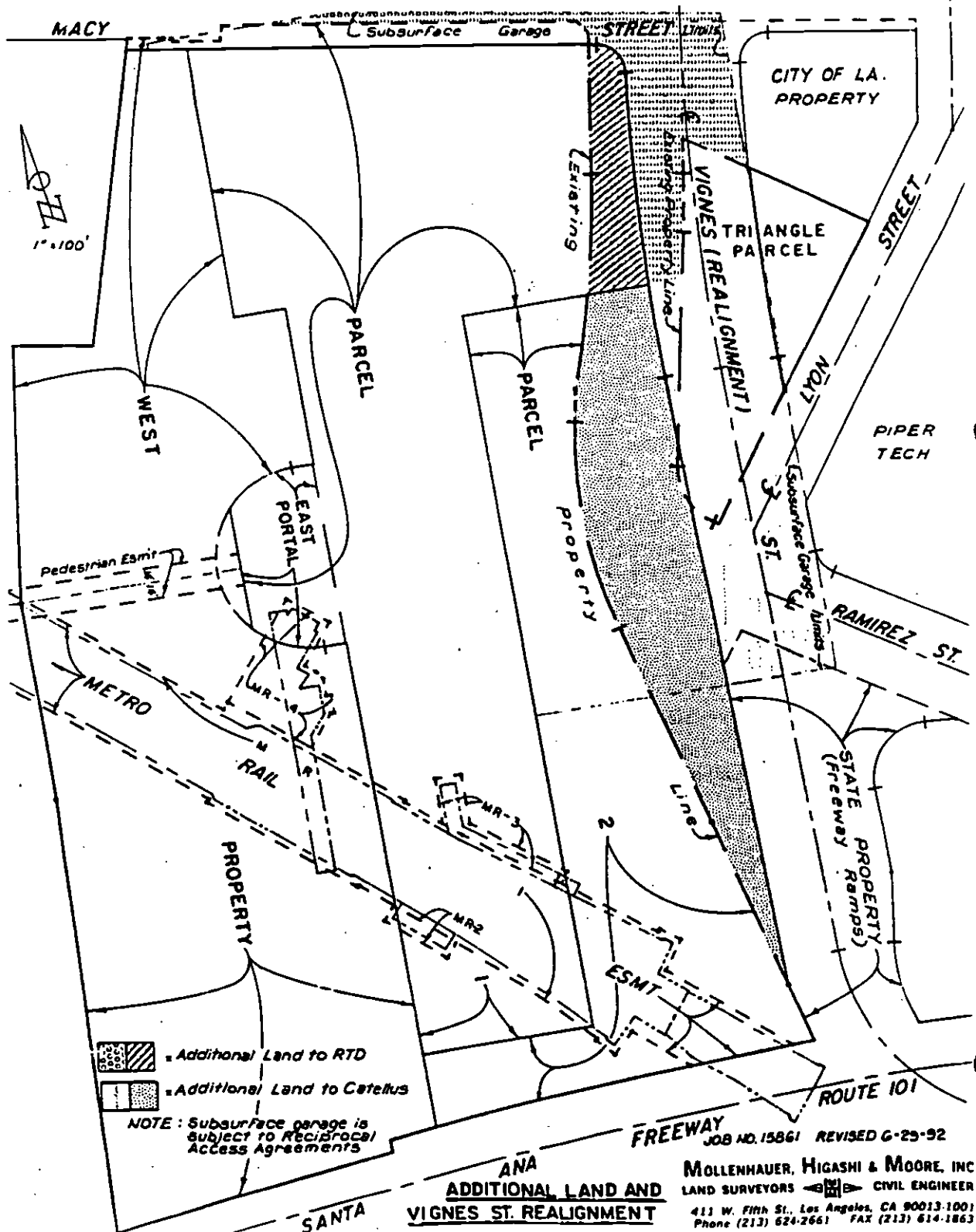
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21 



22 Robert L. Mollenhauer, PLS No. 2996

23  
24  
25  
26  
27  
28  
29  
30 THIS DESCRIPTION  
PREPARED BY RLM  
CHECKED RLM  
TYPED RLM  
COMPARED RLM

EXHIBIT "B"

ADDITIONAL LAND AND VIGNES STREET REALIGNMENT



-  Additional Land to RTD
-  Additional Land to Caltrans

NOTE: Subsurface garage is subject to Reciprocal Access Agreements

ANA  
**ADDITIONAL LAND AND  
 VIGNES ST. REALIGNMENT**

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JOB NO. 15861 REVISED 6-29-92



EXHIBIT "C"

SITE PLAN

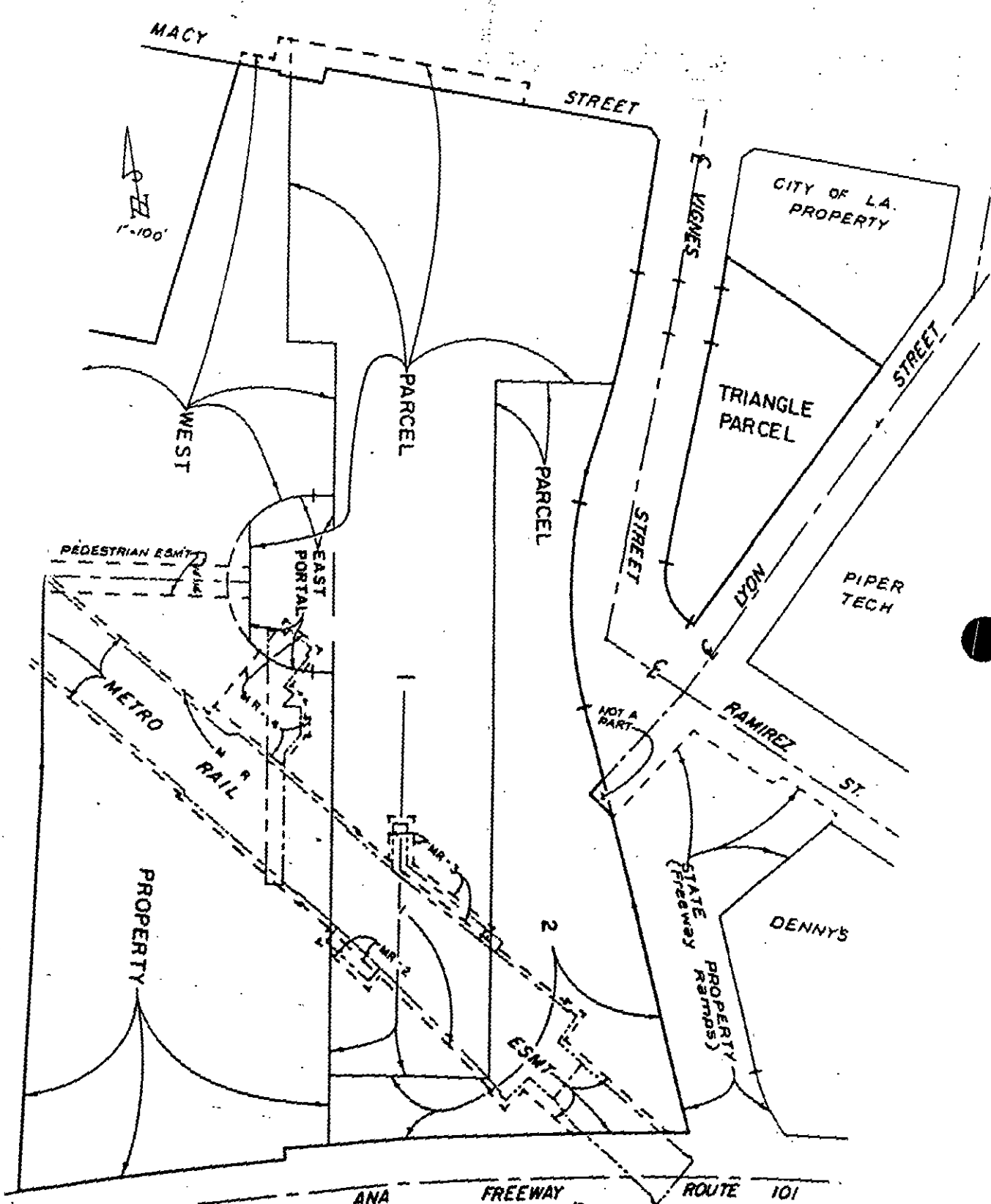
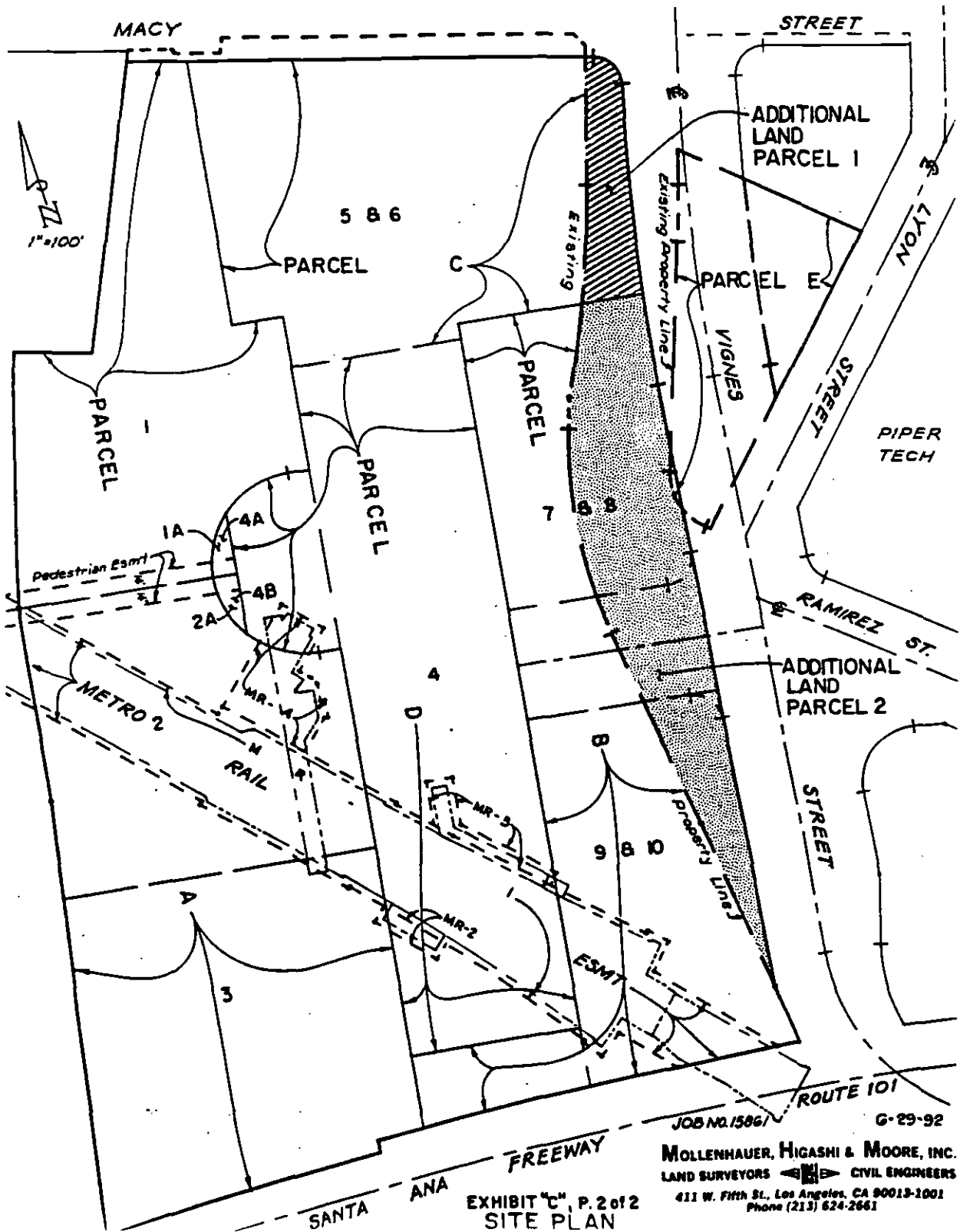


EXHIBIT "C" P. 1 of 2  
 SITE PLAN

JOB NO. 15861  
 6-24-92  
 MOLLENHAUER, HIGASHI & MOORE, INC.  
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 411 W. 13th St., Los Angeles, CA 90015  
 Phone (213) 624-2661



1"=100'

JOB NO. 15061 G-29-92

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

EXHIBIT "C", P. 2 of 2  
 SITE PLAN

EXHIBIT "D"

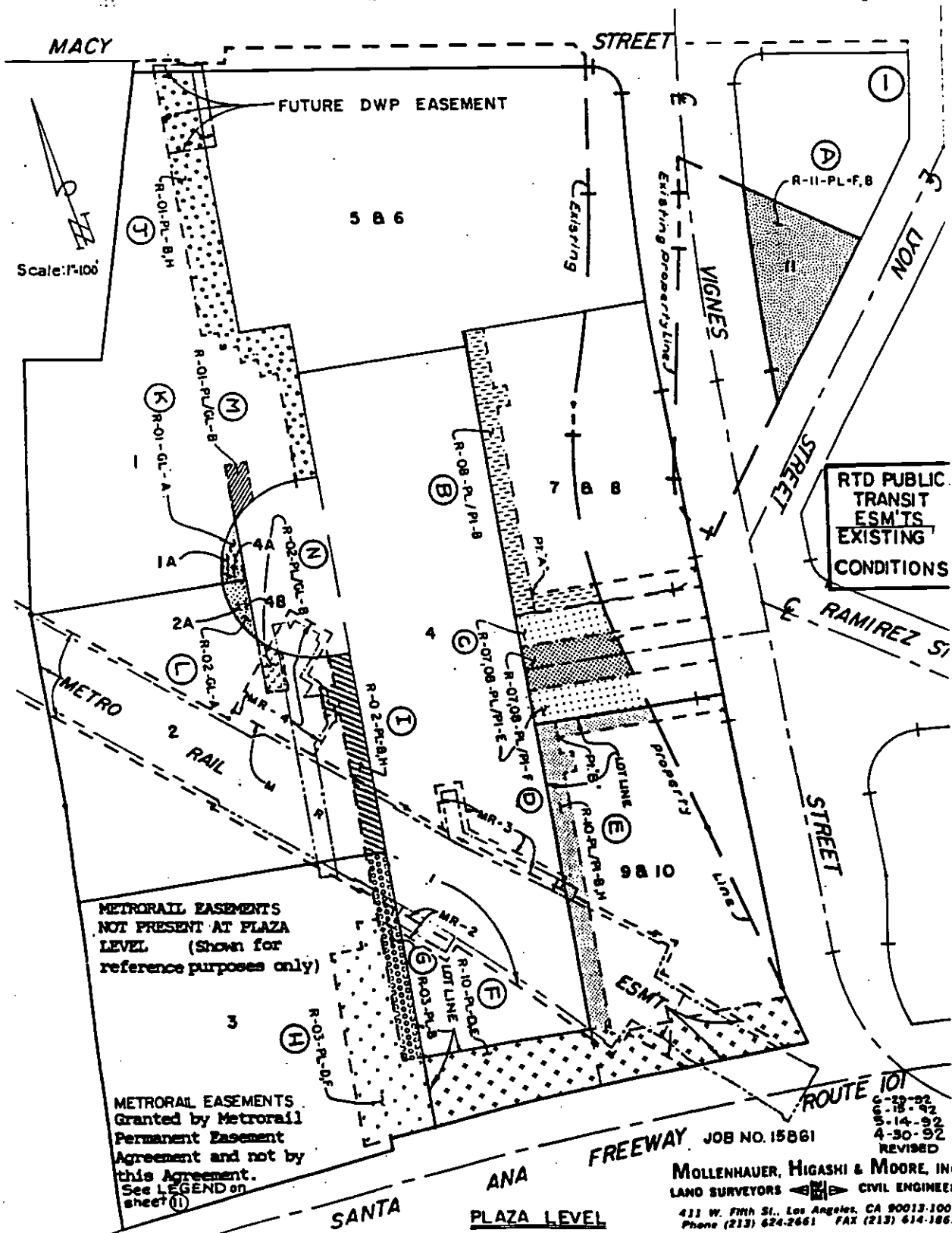
DESIGN GUIDELINES

[To Be Attached Later]

EXHIBIT "E-1"

MAPS OF PUBLIC TRANSIT USE AREAS ON  
CATELLUS OWNED PROPERTY

[Attach Mollenhauer Maps 1, 2 and 3]



Scale: 1"=100'

METRO RAIL EASEMENTS NOT PRESENT AT PLAZA LEVEL (Shown for reference purposes only)

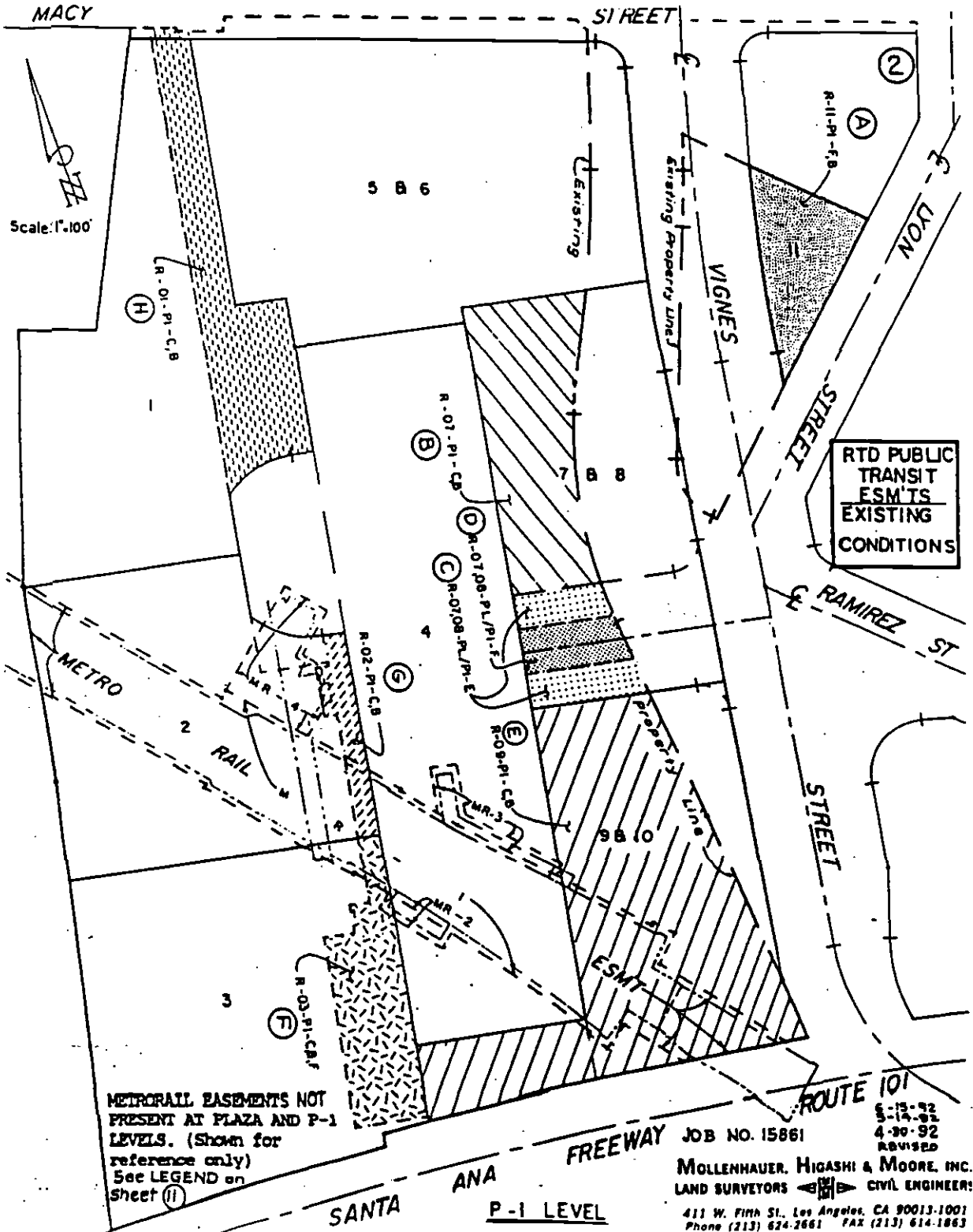
METRO RAIL EASEMENTS Granted by Metrorail Permanent Easement Agreement and not by this Agreement. See LEGEND on sheet (1)

RTD PUBLIC TRANSIT ESM'TS EXISTING CONDITIONS

JOB NO. 15861

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6-23-92  
 6-18-92  
 5-14-92  
 4-30-92  
 REVISED



RTD PUBLIC  
TRANSIT  
ESM'TS  
EXISTING  
CONDITIONS

METRO RAIL EASEMENTS NOT  
PRESENT AT PLAZA AND P-1  
LEVELS. (Shown for  
reference only)  
See LEGEND on  
sheet (II)

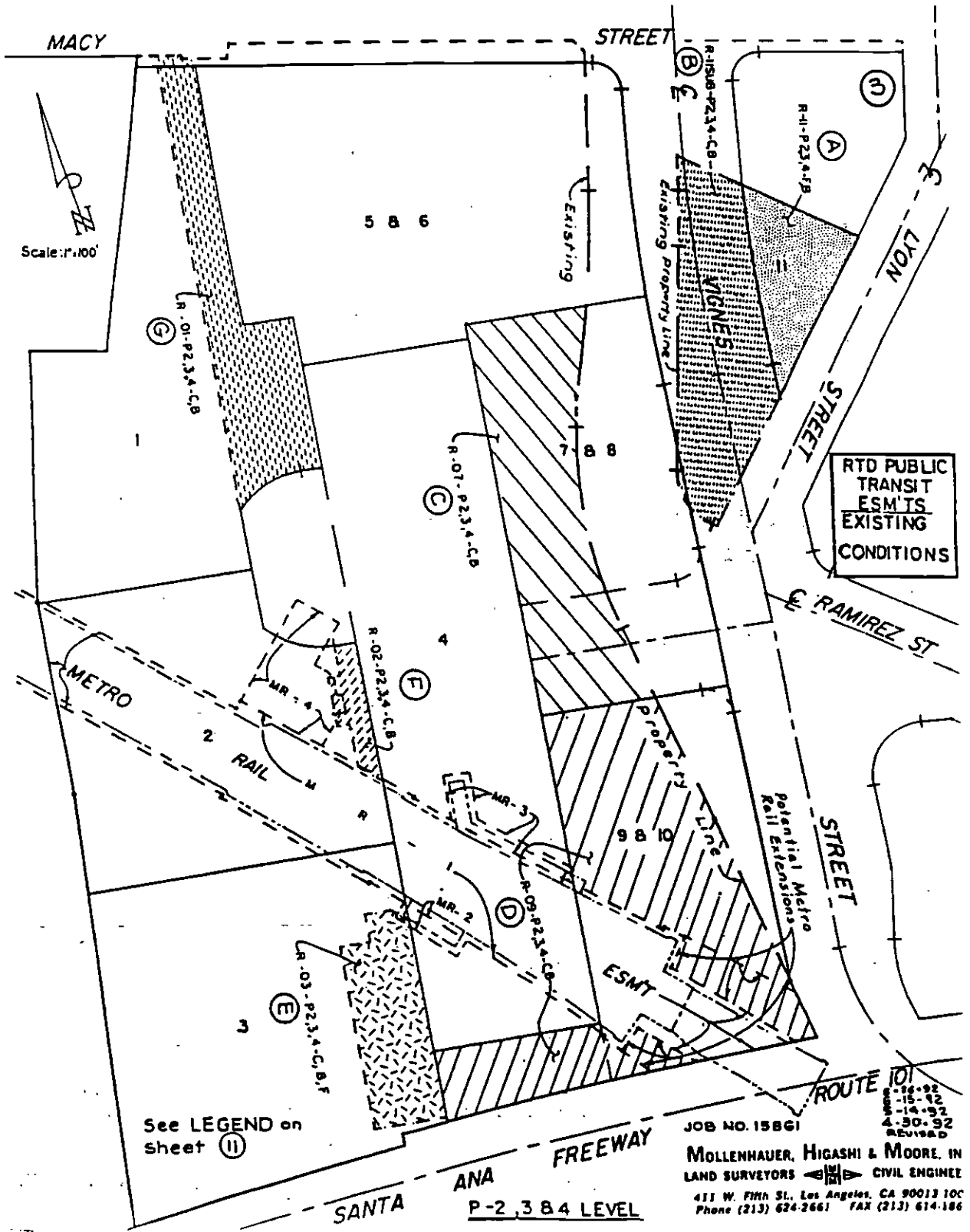
JOB NO. 15861

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5-13-92  
4-30-92  
REVISED

SANTA ANA  
P-1 LEVEL



MACY STREET

Scale: 1"=100'

5 B 6

EXISTING PROPERTY LINE

RTD PUBLIC TRANSIT ESM'TS EXISTING CONDITIONS

METRO RAIL

RAMIREZ ST

Potential Metro Rail Extensions

See LEGEND on sheet 11

SANTA ANA FREEWAY

P-2,3 & 4 LEVEL

JOB NO. 15861

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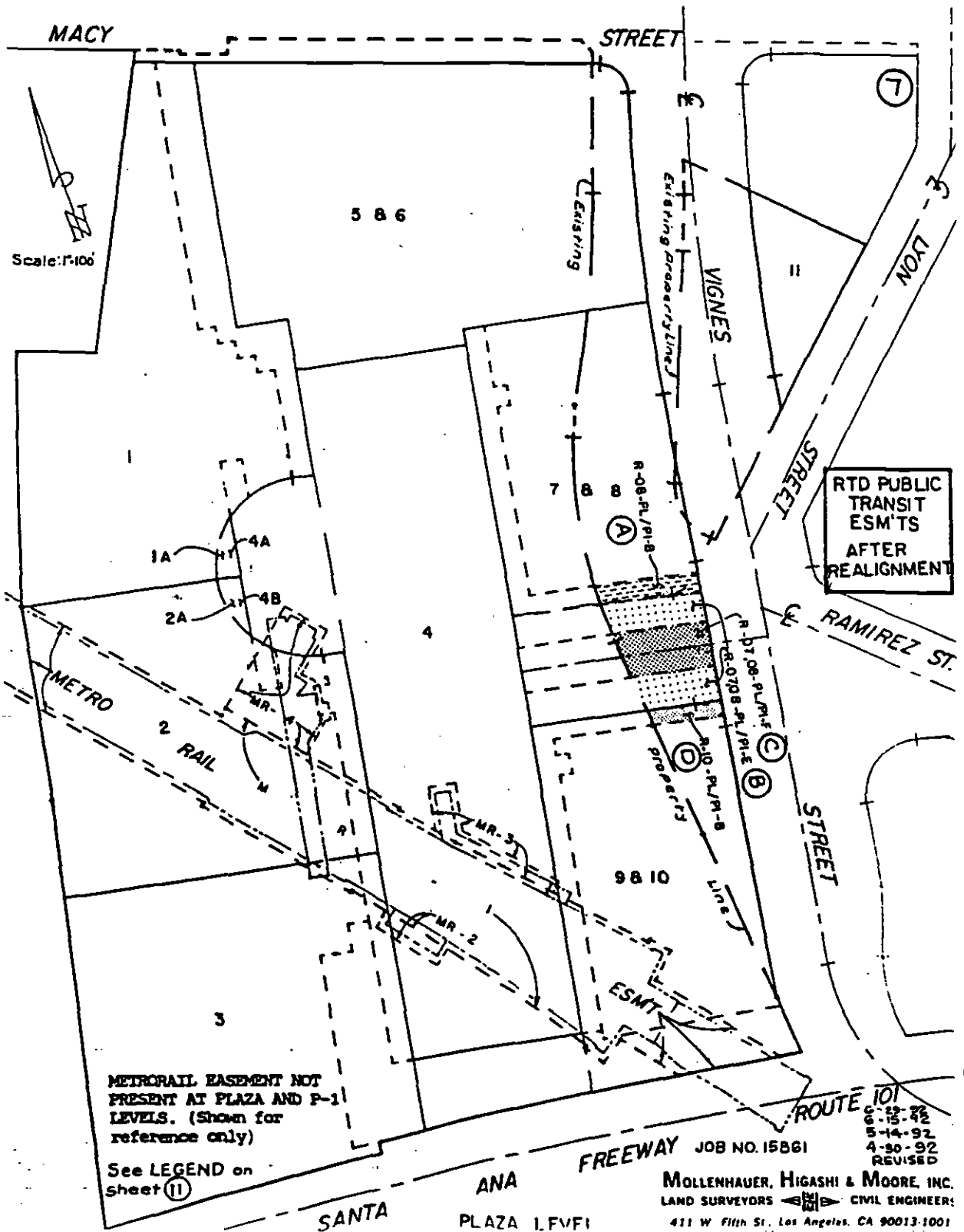
ROUTE 101  
 10-24-92  
 10-15-92  
 10-14-92  
 10-30-92  
 R. GUYARD



EXHIBIT "E-2"

MAPS OF PUBLIC USE AREAS ON ADDITIONAL  
LAND TO BE OWNED BY CATELLUS

[Attach Mollenhauer Maps 7, 8 and 9]



MACY STREET

STREET

5 8 6

Scale: 1"=100'

Existing

Existing proposed line

VIGNES STREET

LYON STREET

RTD PUBLIC TRANSIT ESM'S AFTER REALIGNMENT

1A

4A

2A

4B

METRO RAIL

R-08-P/L/P1-B (A)

R-07-08-P/L/P1-B (C)

R-07-08-P/L/P1-E (B)

R-10-P/L/P1-B (D)

9 8 1 0

RAMIREZ ST.

STREET

METRO RAIL EASEMENT NOT PRESENT AT PLAZA AND P-1 LEVELS. (Shown for reference only)

See LEGEND on sheet (11)

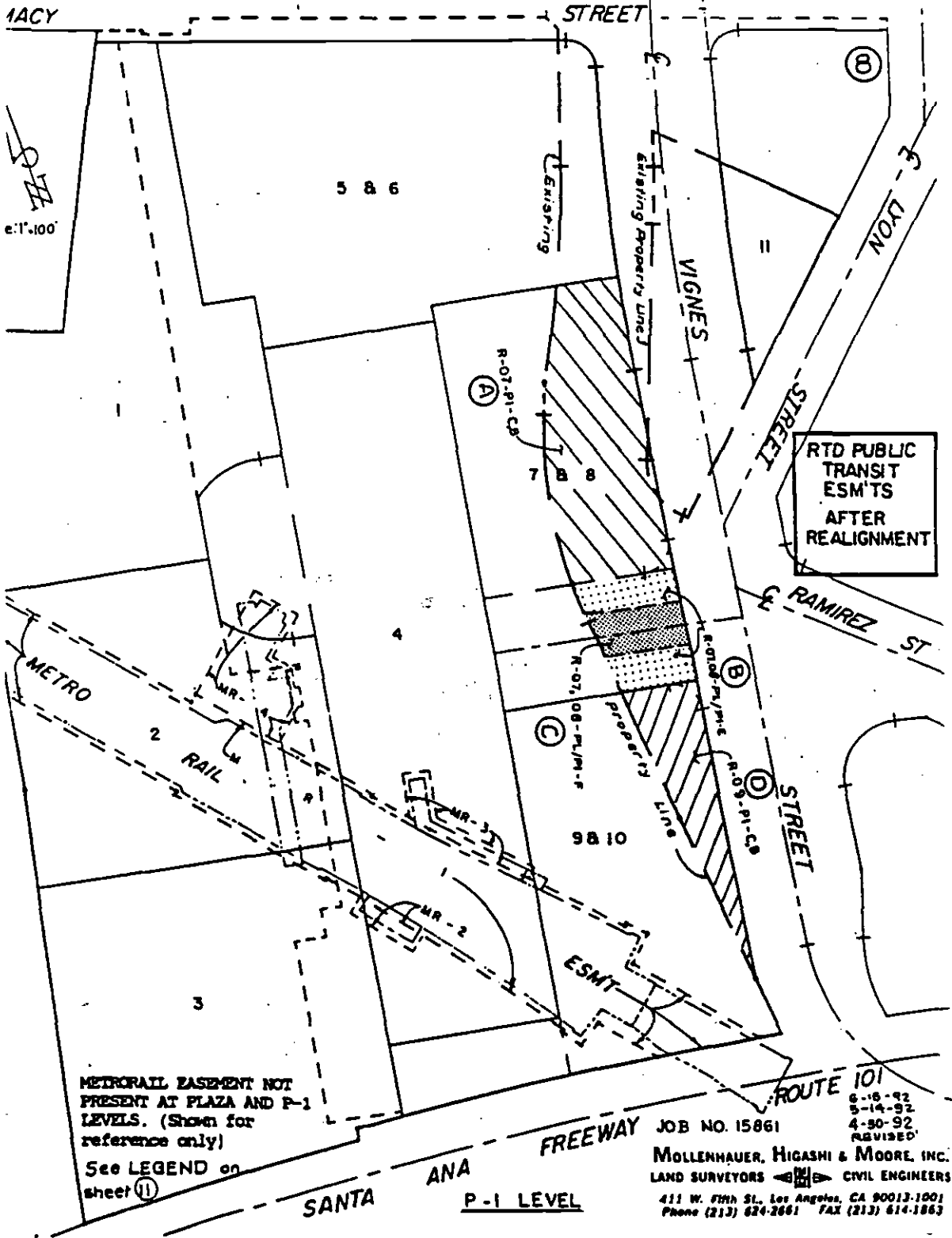
ROUTE 101  
 6-22-92  
 5-14-92  
 4-30-92  
 REVISED

FREWAY JOB NO. 15861

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SANTA ANA

PLAZA LEVEL



ACY STREET

STREET

586

Scale  
1" = 100'

Existing

Existing Property Lines

VIGNES STREET

(B)

LYON

RTD PUBLIC  
TRANSIT  
ESM'TS  
AFTER  
REALIGNMENT

RAMIREZ ST

METRO RAIL

MR-2

MR-3

MR-2

9810

(A)  
R-07-P1-CB

7

8

R-07-08-PL/M-F

(C)

(B)

(D)

STREET

METRO RAIL EASEMENT NOT PRESENT AT PLAZA AND P-1 LEVELS. (Shown for reference only)

See LEGEND on sheet (1)

SANTA ANA

P-1 LEVEL

FREEWAY

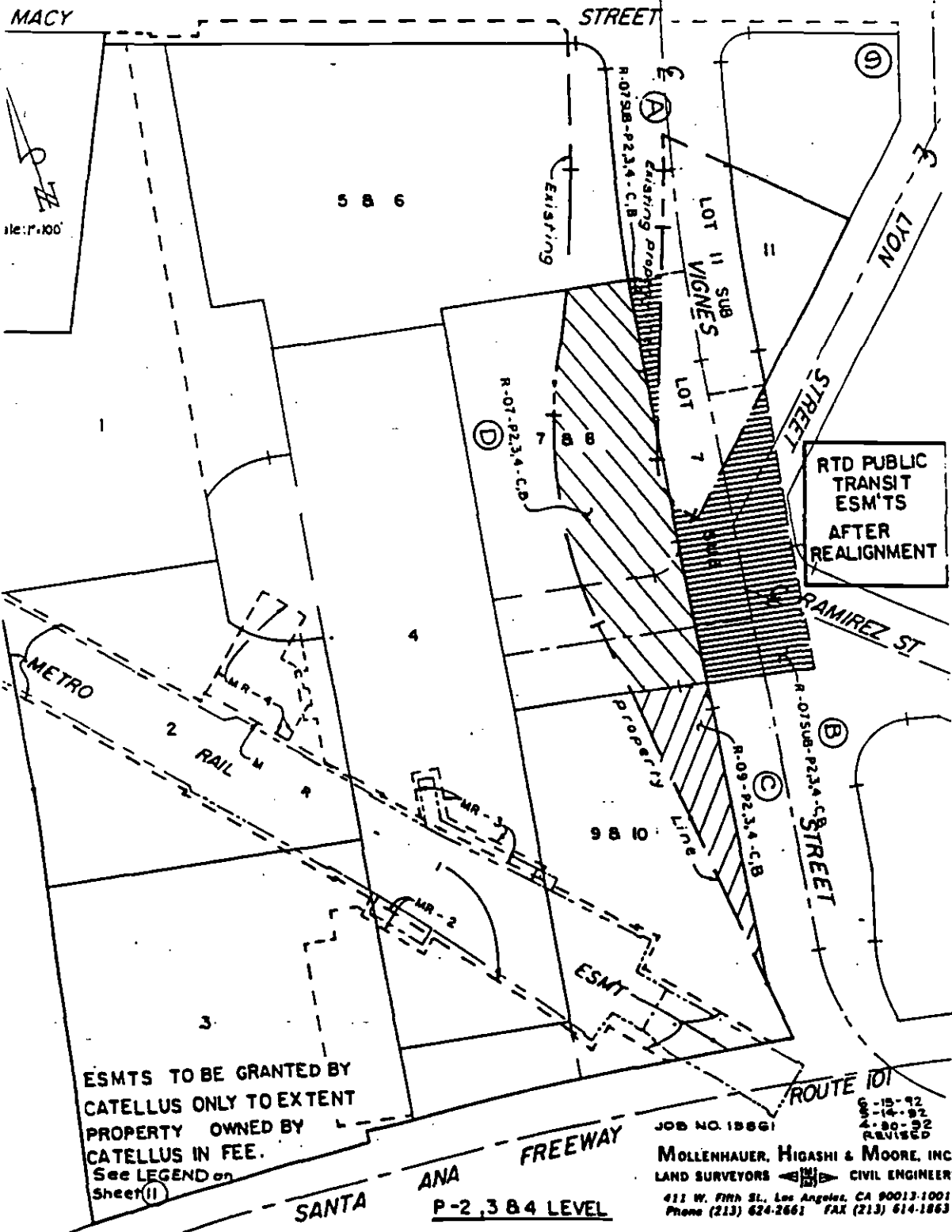
JOB NO. 15861

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6-16-92  
5-14-92  
4-30-92  
REVISED

ROUTE 101



Scale: 1" = 100'

5 8 6

RTD PUBLIC  
TRANSIT  
ESM'TS  
AFTER  
REALIGNMENT

ESM'TS TO BE GRANTED BY  
CATELLUS ONLY TO EXTENT  
PROPERTY OWNED BY  
CATELLUS IN FEE.  
See LEGEND on  
Sheet (1)

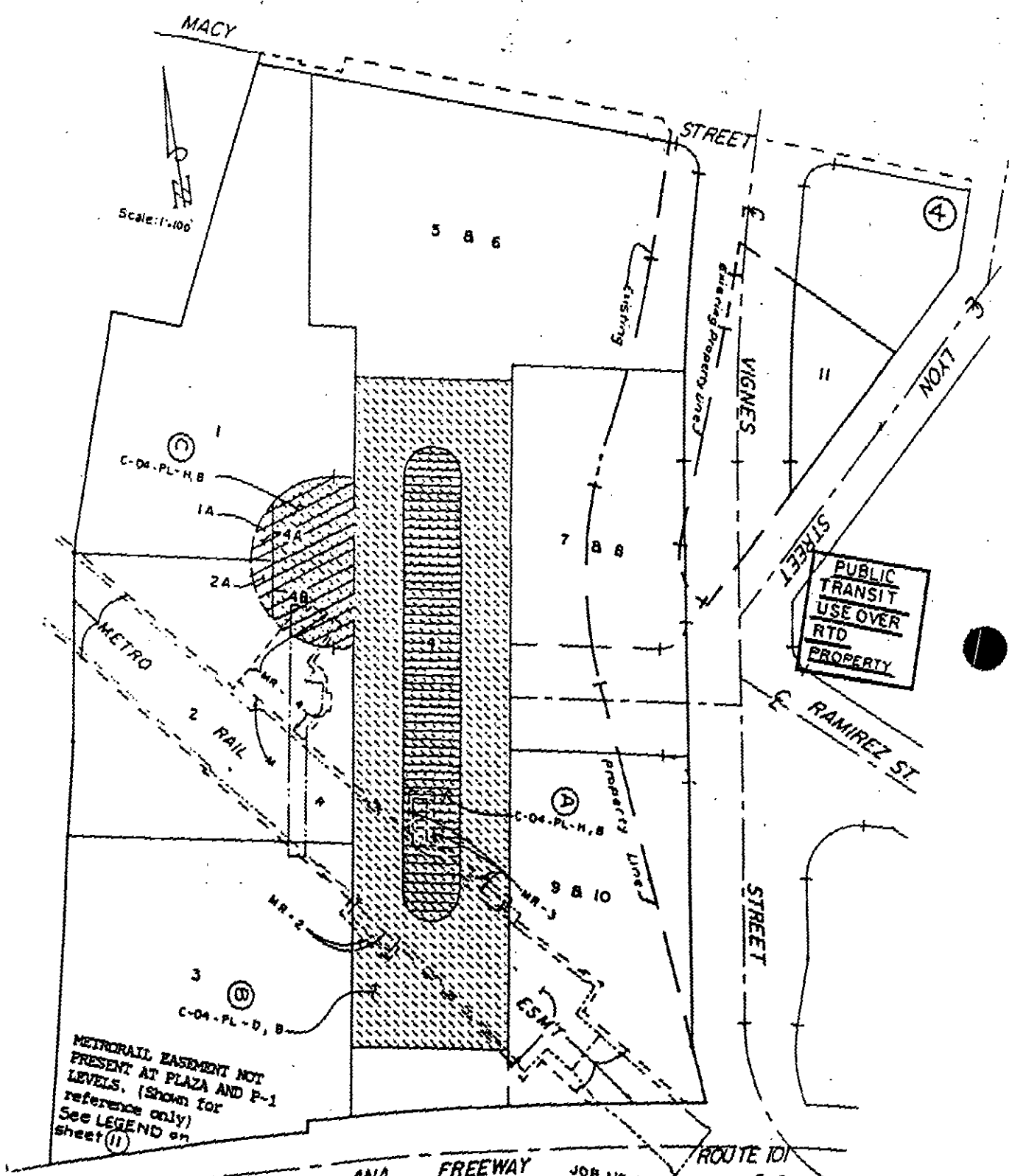
JOB NO. 18861  
MOLLENHAUER, HIGASHI & MOORE, INC.  
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8-18-92  
4-12-92  
4-30-92  
REVISED

SANTA ANA FREEWAY  
P-2, 3 & 4 LEVEL

EXHIBIT "E-3"

MAP OF RTD OWNED PUBLIC TRANSIT USE AREAS

[Attach Mollenhauer Maps 4, 5 and 6]



Scale: 1:100

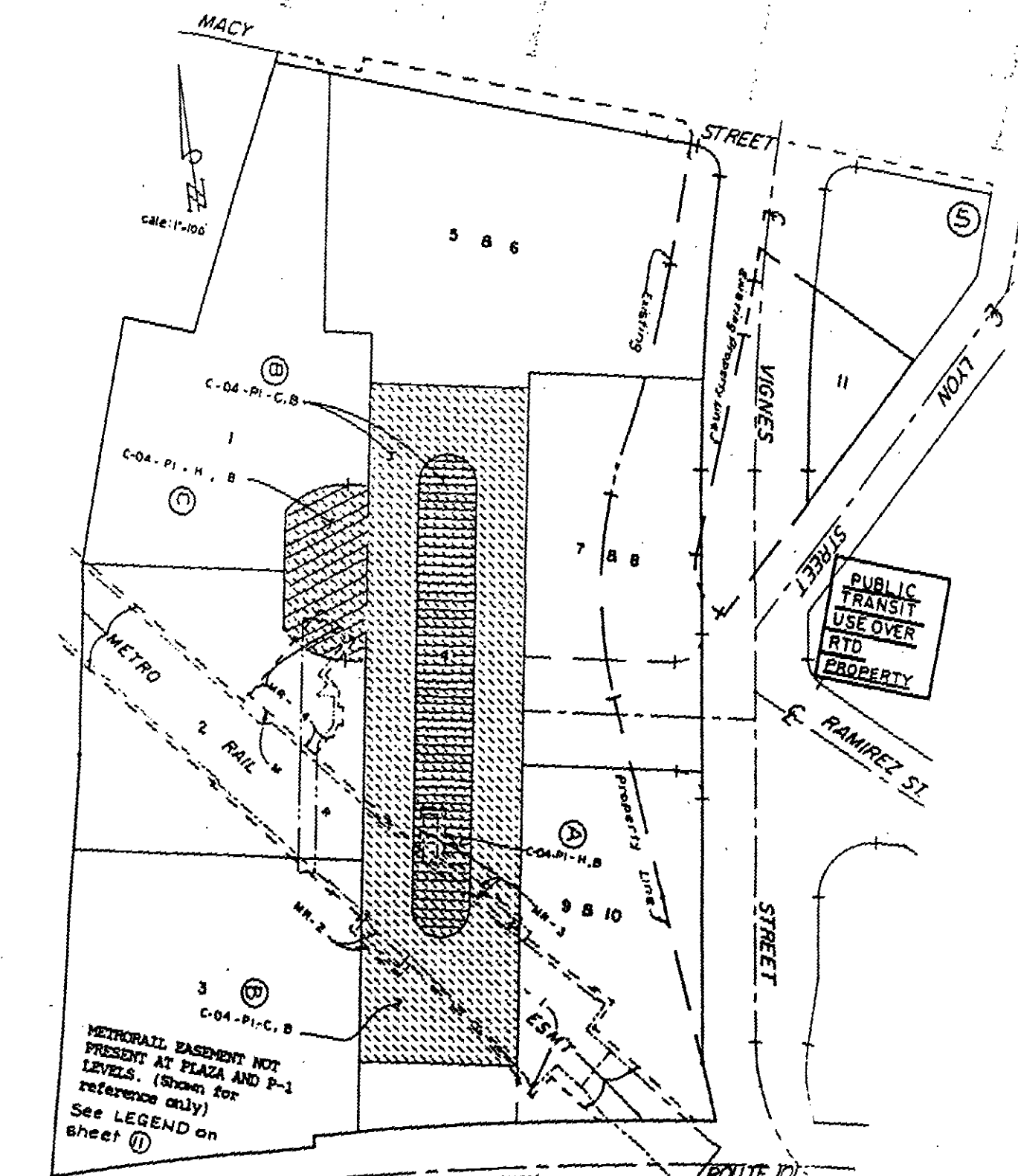
METRO RAIL EASEMENT NOT PRESENT AT PLAZA AND P-1 LEVELS. (Shown for reference only) See LEGEND on sheet (1)

PUBLIC TRANSIT USE OVER RTD PROPERTY

SANTA ANA FREEWAY  
PLAZA LEVEL

JOB NO. 15861  
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Phone (213) 624-2861 FAX (213) 614-1863

6-15-92  
5-14-92  
4-30-92  
REVISED



Scale: 1"=100'

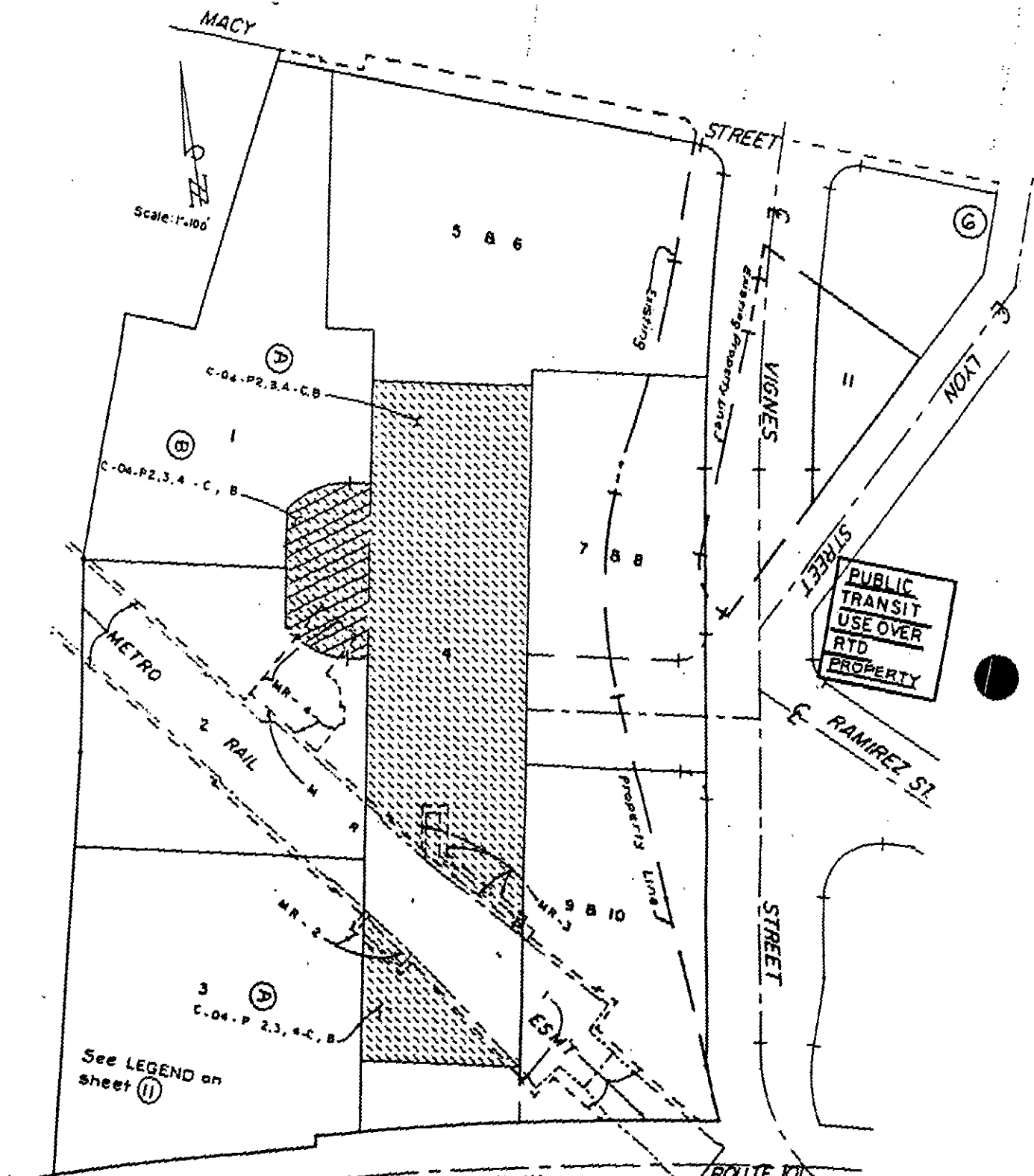
METRO RAIL BASEMENT NOT PRESENT AT PLAZA AND P-1 LEVELS. (Shown for reference only) See LEGEND on sheet 11

PUBLIC TRANSIT USE OVER RTD PROPERTY

SANTA ANA FREEWAY  
P-1 LEVEL

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6-13-92  
8-14-92  
4-30-92  
REVISED



See LEGEND on sheet ⑪

SANTA ANA FREEWAY  
P-2,3&4 LEVEL

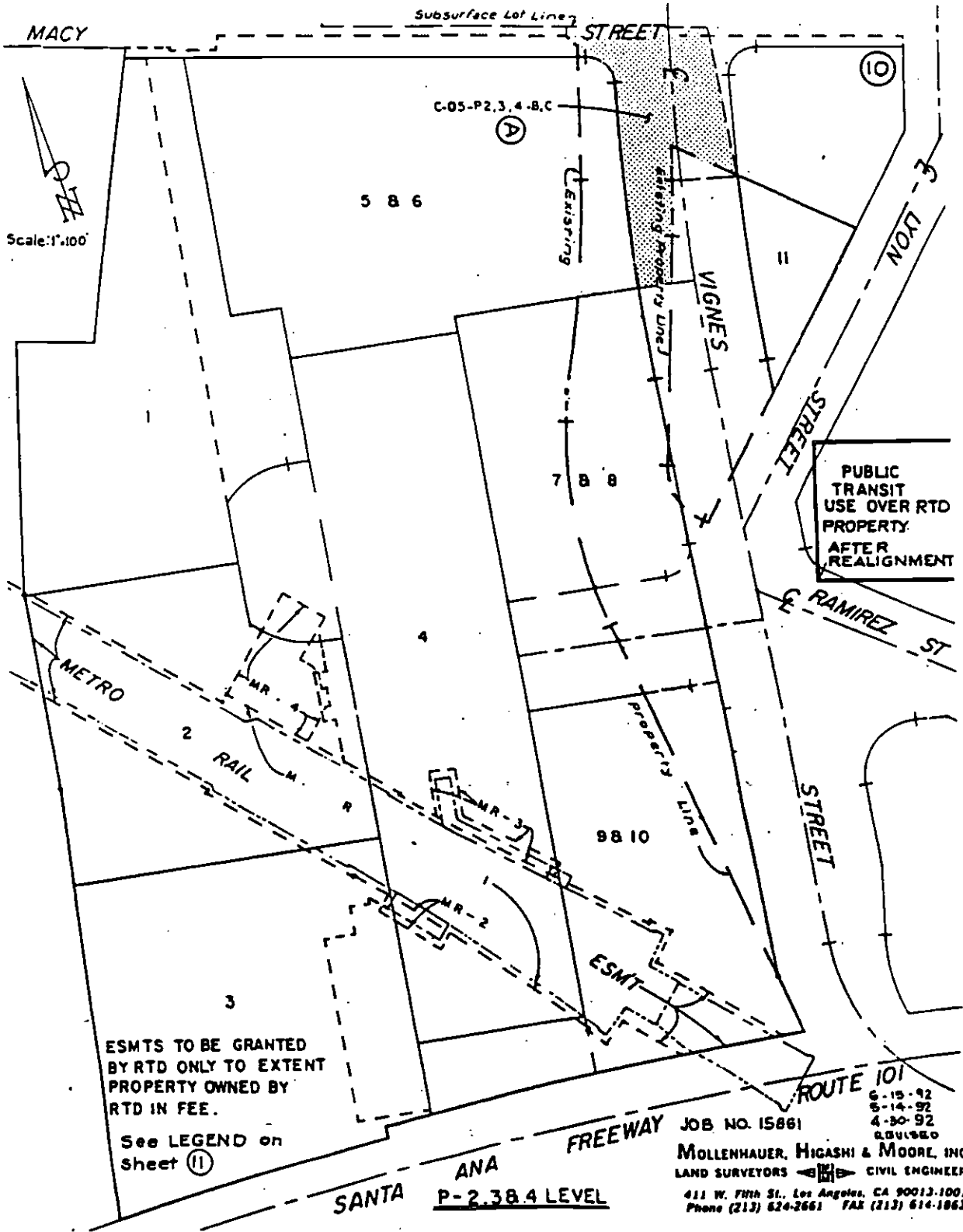
JOB NO. 15861  
 6-15-92  
 5-14-92  
 4-30-92  
 REVISIONS  
 MOLLENHAUER, HIGASHI & MOORE, INC.  
 LAND SURVEYORS & CIVIL ENGINEERS  
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 Phone (213) 624-2861 FAX (213) 614-1863



EXHIBIT "E-4"

MAP OF PUBLIC TRANSIT USE AREAS  
ON ADDITIONAL LAND OWNED BY RTD

[Attach Mollenhauer Map 10]



Scale: 1"=100'

PUBLIC TRANSIT USE OVER RTD PROPERTY AFTER REALIGNMENT

ESMTS TO BE GRANTED BY RTD ONLY TO EXTENT PROPERTY OWNED BY RTD IN FEE.  
See LEGEND on sheet ⑪

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EXHIBIT "E-5"

MAP OF COMMON FACILITIES AS OF EFFECTIVE DATE

[To Be Attached Later]



Revised June 22, 1992

SERVICE DRIVE FOR CAPELLUS

1 Those portions of the Subdivision of a Part of the Estate of Ynuario 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  
4 Records, in the office of the County Recorder of said County, described as  
5 follows:

6  
7 Commencing at the intersection of the easterly prolongation of the  
8 southerly line of Lot "A" of said Tract No. 10151 with the centerline of  
9 Avila Street, 60 feet wide, as shown on the map of Tract No. 10151 in said  
10 City, County and State, recorded in Book 157, Pages 45 to 47 of Maps, in  
11 said office of the County Recorder; thence along said prolongation South  
12  $71^{\circ} 09' 27''$  East 39.24 feet to the northerly terminus of that certain  
13 course having a bearing and distance of "South  $18^{\circ} 56' 50''$  West 3.00 feet"  
14 in the land as described in Parcel 3 of the Highway Easement to the City of  
15 Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official  
16 Records, in said office of the County Recorder; thence along a westerly  
17 and southerly lines of said Parcel 3 South  $18^{\circ} 50' 33''$  West 3.00 feet and  
18 South  $71^{\circ} 09' 27''$  East 10.86 feet; thence along a line parallel with the  
19 centerline of Alameda Street, 96 feet wide, as shown on the map of said  
20 Tract No. 10151, South  $10^{\circ} 01' 01''$  West 68.59 feet to the TRUE POINT OF  
21 BEGINNING; thence South  $79^{\circ} 58' 59''$  East 10.33 feet; thence North  $10^{\circ} 01'$   
22  $01''$  East 7.00 feet; thence South  $79^{\circ} 58' 59''$  East 15.00 feet; thence  
23 North  $55^{\circ} 01' 01''$  East 8.01 feet to a point distant North  $10^{\circ} 01' 01''$  East  
24 5.67 feet, from a point on the easterly prolongation of that certain course  
25 described above as having a bearing and distance of "South  $79^{\circ} 58' 59''$  East  
26 15.00 feet", said last mentioned point being distant 5.67 feet easterly,  
27 measured along said prolongation, from the easterly terminus of said  
28 certain course; thence South  $79^{\circ} 58' 59''$  East 1.00 foot to the beginning  
29 of a tangent curve, concave northwesterly and having a radius of 5 feet;  
30 thence northeasterly along said curve, through a central angle of  $90^{\circ}$  an  
31 arc distance of 7.85 feet; thence North  $10^{\circ} 01' 01''$  East 65.42 feet to the  
32 southerly line of Macy Street, 80 feet wide, as shown on said map of Tract

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Revised June 22, 1992

1 SERVICE DRIVE FOR CAPELLUS (CONTINUED)

2  
3 No. 10151; thence along said Macy Street South  $71^{\circ} 09' 27''$  East 20.24 feet  
4 to a line parallel with and distant 20 feet easterly, measured at right  
5 angles, from that certain course described above as having a bearing and  
6 distance of North  $10^{\circ} 01' 01''$  East 65.42 feet"; thence along said parallel  
7 line South  $10^{\circ} 01' 01''$  West 137.46 feet to a line bearing South  $79^{\circ} 58' 59''$   
8 East from a point distant South  $10^{\circ} 01' 01''$  West 57.48 feet from the TRUE  
9 POINT OF BEGINNING; thence along said last mentioned line North  $79^{\circ} 58' 59''$   
10 West 57.00 feet to said last mentioned point; thence North  $10^{\circ} 01' 01''$  East  
11 57.48 feet to the TRUE POINT OF BEGINNING.

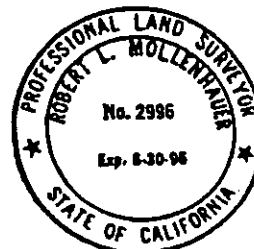
12  
13  
14 The above described parcel of land being an airspace parcel the upper and  
15 lower limits of which are planes having elevations as shown by Upper  
16 Elevation and Lower Elevation, respectively, as shown on EXHIBIT "A"  
17 attached hereto and made a part hereof, based on City of Los Angeles Bench  
18 Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment,  
19 based on National Geodetic datum of 1929.

20  
21 Containing 5,149 square feet.

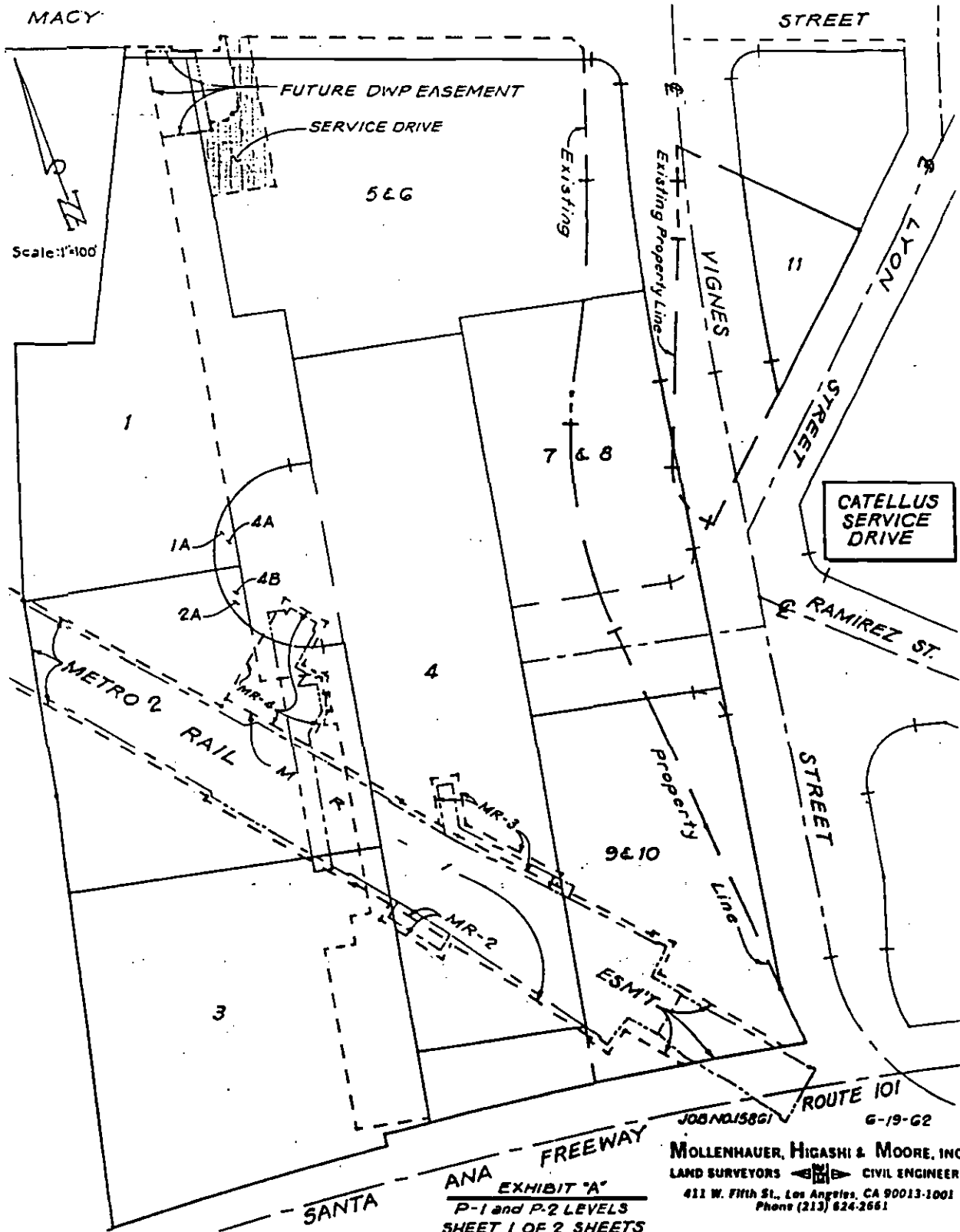
22  
23  
24 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
25 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
26 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

27  
28  
29 

30 Robert L. Mollenhauer, PLS No. 2996



31 THIS DESCRIPTION  
PREPARED BY ZULAS  
CHECKED MEJ/CLM  
TYPED MEJ  
32 COMPARED MEJ/KG



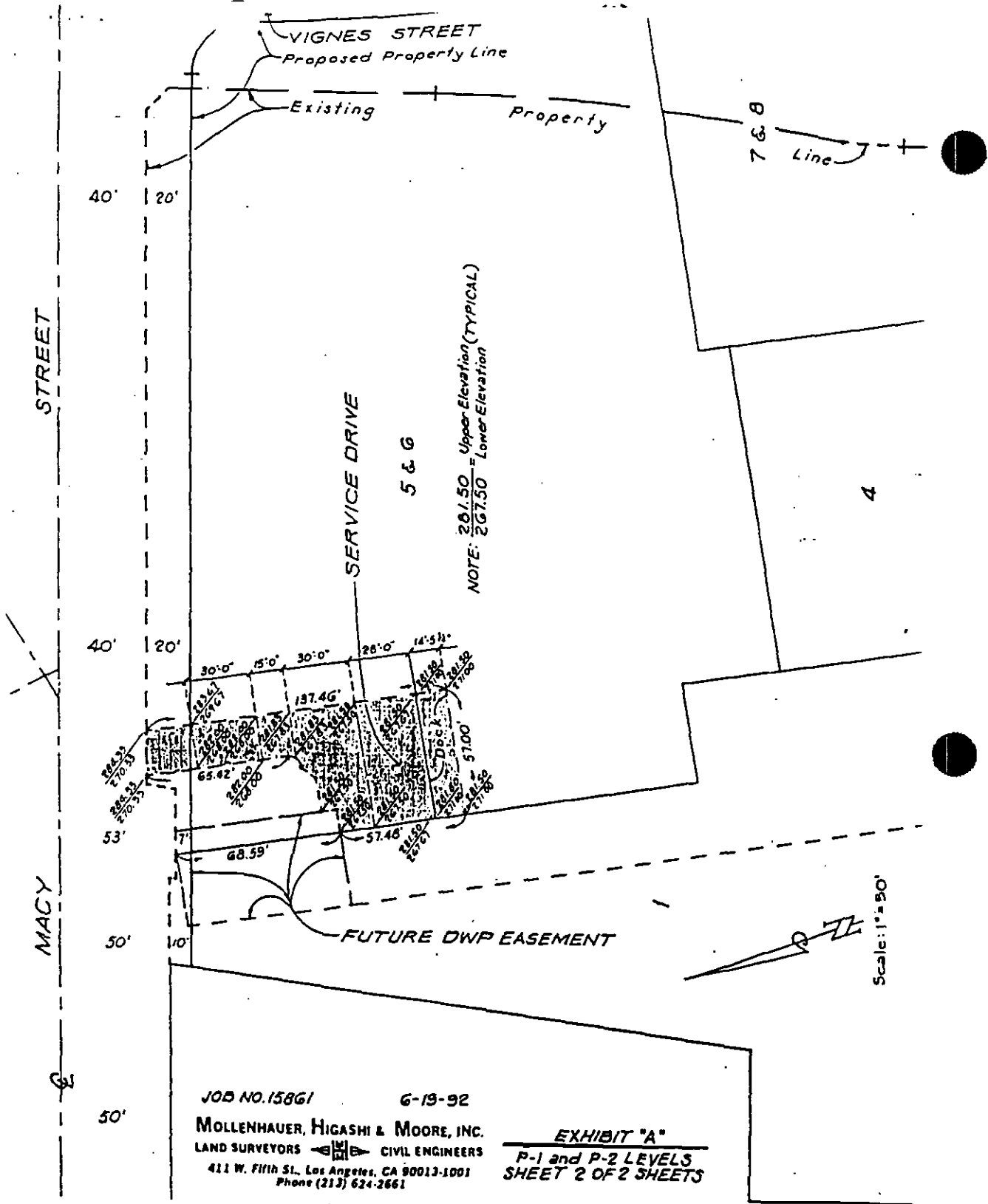
Scale: 1"=100'



SANTA ANA FREEWAY

ANA EXHIBIT "A"  
P-1 and P-2 LEVELS  
SHEET 1 OF 2 SHEETS

JOB NO. 15861 G-19-G2  
MOLLENHAUER, HIGASHI & MOORE, INC.  
LAND SURVEYORS & CIVIL ENGINEERS  
411 W. Fifth St., Los Angeles, CA 90013-1001  
Phone (213) 624-2661



JOB NO. 15861      6-19-92

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 Phone (213) 624-2661

**EXHIBIT "A"**  
 P-1 and P-2 LEVELS  
 SHEET 2 OF 2 SHEETS



EXHIBIT "G-1"

COMMON PUBLIC TRANSIT FACILITIES

[To Be Attached Later]

EXHIBIT "G-2"

PURE PUBLIC TRANSIT FACILITIES

[To Be Attached Later]

REOA  
EXHIBIT H-1

COST ALLOCATIONS

1.00 Reimbursement For Improvements. Catellus shall reimburse RTD for costs incurred in constructing certain improvements as follows:

1.01 Reimbursement Amount. The "Reimbursement Amount" shall be \$8.5 Million, due and payable on or before 30 years from the date the conditions described in Section 1.02 below are satisfied (the "Satisfaction Date") and adjusted as follows:

(a) Interest. Following the "Satisfaction Date," the Reimbursement Amount shall bear interest at a rate equal to Catellus cost-of-funds. For the purpose of this provision, Catellus "cost-of-funds" shall be deemed equal to the commercial paper rate (for high-grade unsecured notes sold through dealers by major corporations in multiples of \$1,000 for 30 days) as published from time to time in the Wall Street Journal, plus 50 basis points, compounded and adjusted quarterly to reflect such cost-of-funds as may be obtained on the first day of every calendar quarter.

(b) Constant Dollars. If the conditions set forth in Section 1.02 have not been satisfied within three (3) years from the date hereof, the Reimbursement Amount shall be deemed to be May 1994 Constant Dollars.

1.02 Obligation to Reimburse. Catellus' obligation to reimburse RTD is conditioned upon satisfaction of the following conditions:

(a) Vignes Street has been realigned substantially as shown on Exhibit A-3 of the Development Agreement, including construction of such access ramps to the Santa Ana Freeway as may be required for such alignment.

(b) Construction has been completed on:  
(i) access ramps to the El Monte busway; (ii) 300 public parking spaces; and (iii) the Metro Plaza, including specifically the landscaped and artscaped median of the Metro Plaza, such portions of the South Roadway as are immediately adjacent to and contiguous with the Metro Plaza, and pedestrian access to and through the East Portal, all in accordance with previously approved Work Plans.

1.03 Lien Upon Catellus Property. Catellus' obligation to reimburse RTD as set forth in this Exhibit shall be a lien upon Catellus property as follows:

(a) Notice of Lien. Upon satisfaction of the conditions in Section 1.02 above, RTD and Catellus shall execute and record a "Notice of Lien" which shall include a description of the property encumbered by the lien; the amount of such lien; the date from which interest is to accrue; the method of such accrual; and the date such obligation shall be due and payable. Catellus shall have the right to identify such property to be encumbered in its sole discretion; provided, however, that (a) the encumbered property shall be within the West Property or Parcel 2; and (b) the "lien to value" ratio of the property thus encumbered in RTD's reasonable judgment is at least 70% (subject to arbitration pursuant to Article XIV, using real estate appraisers).

(b) Release of Lien. RTD shall from time to time execute such documents as are necessary to release the lien from portions of Catellus' property so long as, in RTD's reasonable judgment (subject to arbitration pursuant to Article XIV, using real estate appraisers), the value of such portion of the property which remains subject to the lien is sufficient to maintain no less than a 70% "lien-to-value" ratio.

2.00 Additional Costs. In addition to the Reimbursement Amount, Catellus shall pay the "Additional Costs" referred to in Section 5.4.1 of the Development Agreement and which are hereby agreed to comprise the following only:

(a) The special assessment referred to in said Section 5.4.1 with respect to below grade parking, payable at the time and in the amount set forth therein which shall not exceed \$1,900,000; and

(b) Extra costs of constructing subterranean parking structures capable of supporting the weight of the Phase II Improvements and improvements constructed on the West Property (e.g. foundations and columns).

3.00 Construction by Catellus. If RTD has not commenced construction of the improvements described in Section 1.02 above within five years or completed such construction within seven years from the date hereof, then Catellus shall have the right to construct or to cause to be constructed all or a portion of such improvements at no expense to RTD and in accordance with plans and specifications and related design and construction documents subject to RTD's reasonable approval, in which case the actual cost of constructing such improvements shall be offset against Catellus' obligation to reimburse RTD as set forth herein. In addition (taking into account the relative benefits of such improvements to each of them), RTD and Catellus may agree that the cost of constructing such improvements should be equitably shared by each of them.

4.00 Later Phase Infrastructure Costs. If either RTD or Catellus shall construct any or all of the infrastructure at or around the Site, then RTD and Catellus may agree to equitably share the costs thereof, taking into account the relative benefit of such infrastructure to each of them and, to the extent permitted by law, each parcel shall be subject to a lien for its proportionate share of such infrastructure costs.

EXHIBIT H-2

EXPENSE ALLOCATIONS

ALL TERMS HEREIN SHALL HAVE THE MEANING AS DEFINED IN THE REOA. All expense allocations disputes not resolved between the Parties shall be subject to Arbitration.

I. Common Expenses

- A. The portion of Common Expenses incurred in connection with Common Facilities, including management fees, if any, shall be allocated on the basis of Rentable Area. Rentable Area shall be determined with respect to Buildings only and the Rentable Area of the Common Facilities and Public Transit Improvements (including Public Transit Parking Facilities) shall for all purposes be zero. The Percentage Share of each Party with respect to Common Facilities expenses shall be a fraction, the denominator of which shall be the aggregate of the total Rentable Area of all Buildings in the Project and the numerator of which shall be the Rentable Area attributable to each Building owned by such Owner. The new Percentage Share calculation created by addition of a Building shall be effective on the date which is six (6) months from the date of substantial completion of the core and shell thereof. All other reallocations of Percentage Share shall be effective immediately upon publication thereof by the JMC, which shall be effected within twenty (20) days following notice of a change in Rentable Area by any Party, regardless of any protest.

Following resolution of any dispute regarding Rentable Area, the JMC shall determine whether the amount paid by any Party was greater or less than the amount actually due from the protest date forward. If the amount paid was insufficient to meet the payment actually due, the owing Party shall make the additionally due payment to each Party within thirty (30) days of receipt of the actual Common Expense calculation. If the amount paid exceeded the payment actually due, the Parties receiving such overpayment shall reimburse the underpaid Parties within forty-five (45) days of receipt of the actual Common Expense recalculation.

- B. The portion of the Common Expenses attributable to Common Public Transit Facilities including management fees, if any, shall be allocated on the basis of Trip Demand.

With respect to Trip Demand allocations, allocation is between the Phase I Improvements, the public parking spaces constructed as part of the Public Transit Improvements, bus trips (calculated as 4 automobile trips per bus trip), other drop-off on the Metro Plaza (attributable to each improvement generating such trips), the Phase II Improvements and all future Improvements on the Property. The Percentage Share of

each Party with respect to Common Public Transit Facilities expenses shall be a fraction, the denominator of which shall be the aggregate of the total VDT with respect to the foregoing Improvements and the numerator of which shall be the VDT attributable to the Improvements owned by such Party.

The Trip Demand for each new Improvement generating vehicle trips as aforesaid shall be estimated within sixty days following issuance of a certificate of substantial completion ("Estimation Date") of such Improvements by the Party constructing such Improvements at its sole cost and expense, and shall be adjusted to reflect the higher of (i) actual trips or (ii) fifty percent (50%) occupancy or level of use. The estimate derived shall form the basis for the allocation of Common Public Transit Facility expenses to that development, unless any Party subject to Trip Demand allocations protests such estimate. Any affected Party shall have the right to protest the estimated Trip Demand for the new Improvement in which event the JMC shall require that an actual Trip Demand study be completed with respect to the Improvement whose Trip Demand is challenged at the sole cost and expense of the Party constructing the Improvements. Such study shall be conducted within a period from one (1) year to eighteen (18) months after issuance of a certificate of substantial completion. In the event of transition from estimated to actual Trip Demand, the JMC shall recalculate all Percentage Shares for the period from the Estimation Date forward and shall determine whether the amount paid from the Estimation Date forward by any Party was greater or less than the amount actually due. If the amount paid by the Party was insufficient to meet the payment actually due, the owing Party shall make the additionally due payment to each Party within thirty (30) days of receipt of the actual Common Expense calculation. If the amount paid by the Party exceeded the payment actually due, the Parties receiving such overpayment shall reimburse the underpaid Parties within forty-five (45) days of receipt of the actual Common Expense recalculation.



In addition to the foregoing, any affected Party shall from time to time have the right to protest its Percentage Share or the estimated Trip Demand, provided that all protests must be made at least one hundred twenty (120) days prior to the first day of the new Accounting Period. Upon receipt of the new Trip Demand figures, the JMC shall recalculate the Percentage Shares of each Party within the time periods and in the manner described above, at the sole cost and expense of the Party or Parties protesting, except that recalculation of prior payments shall be to the date of protest of the first Party protesting only. In no event shall actual Trip Demand studies be undertaken by the JMC more than once per Accounting Period. In the event of a protest other than that specified in the preceding paragraph, the actual Trip Demand study shall be carried out by the JMC and the cost thereof allocated as a JMC administrative expense.

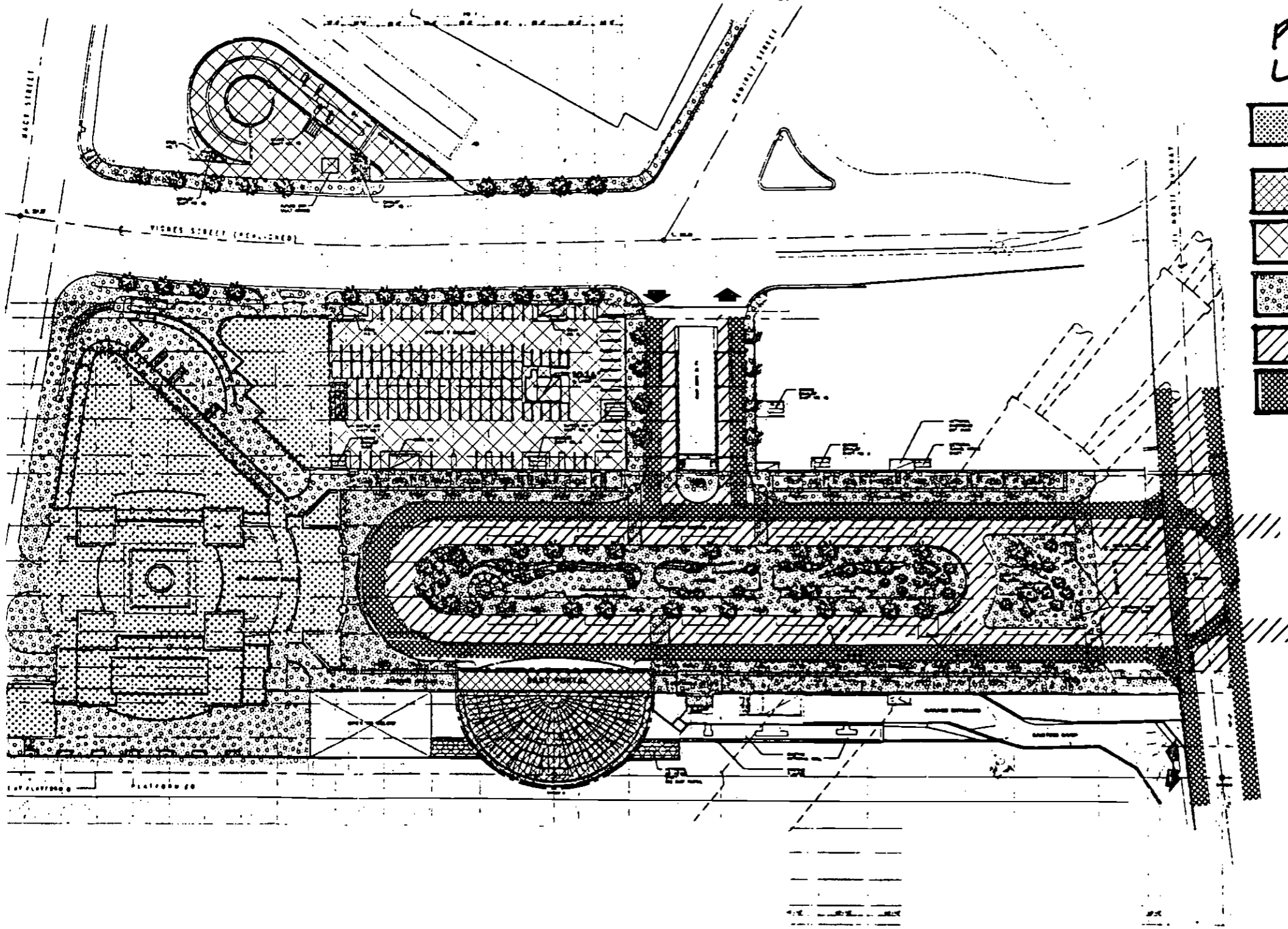
## II. JMC Administrative Expenses

Except as otherwise specifically set forth in Section 6.03B of the REOA, all JMC administrative expenses shall be apportioned between the Parties in accordance

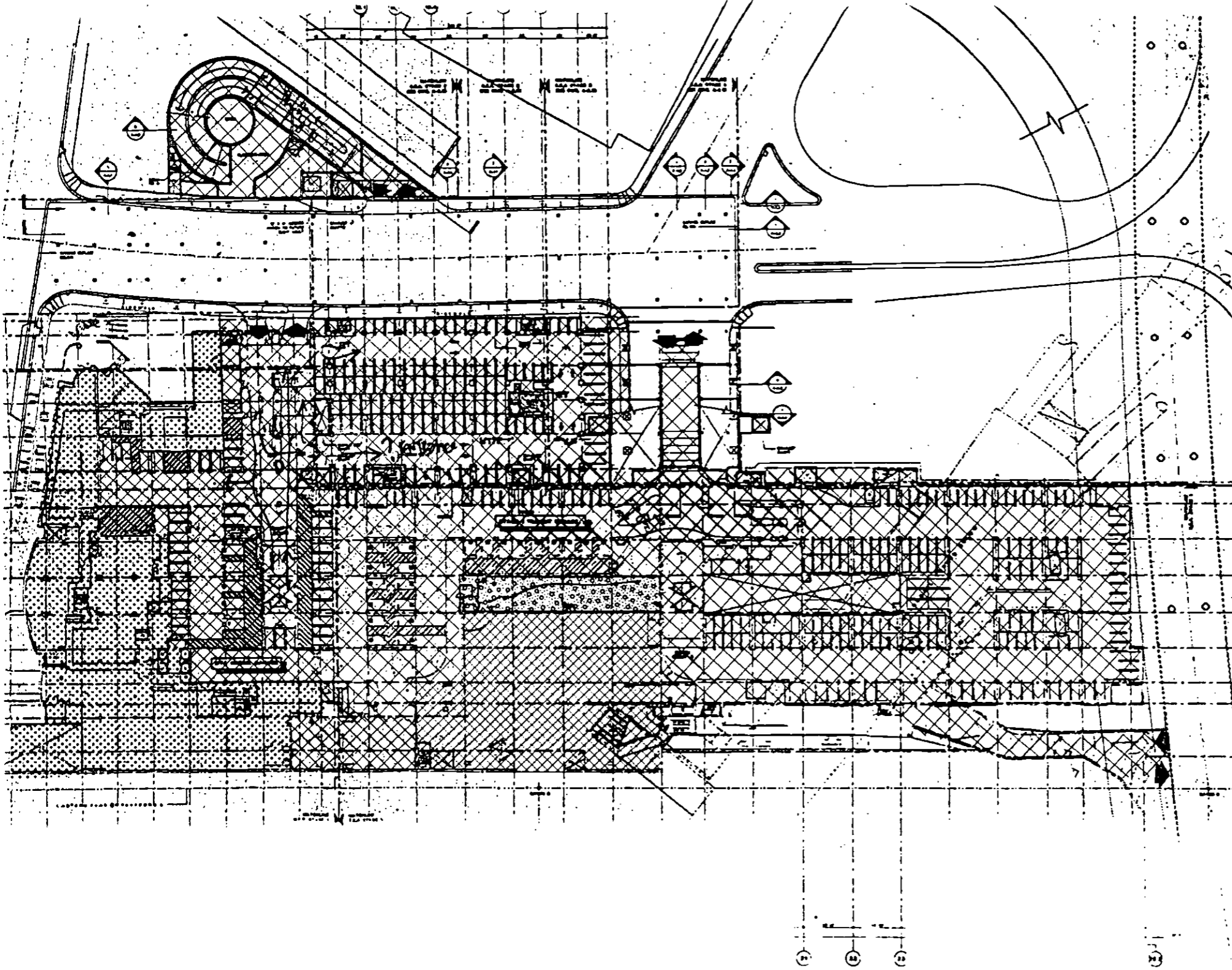
with their respective voting rights in the JMC, the Percentage Share of each Party shall be equal to such Party's voting rights percentage and the Percentage Share allocation shall be effective immediately upon acquisition of voting rights by any Party.

# PLAZA LEVEL






-  HEADQUARTERS OFFICES
-  EAST PORTAL
-  PUBLIC PARKING
-  PEDESTRIAN & LANDSCAPE
-  BUS
-  CAR



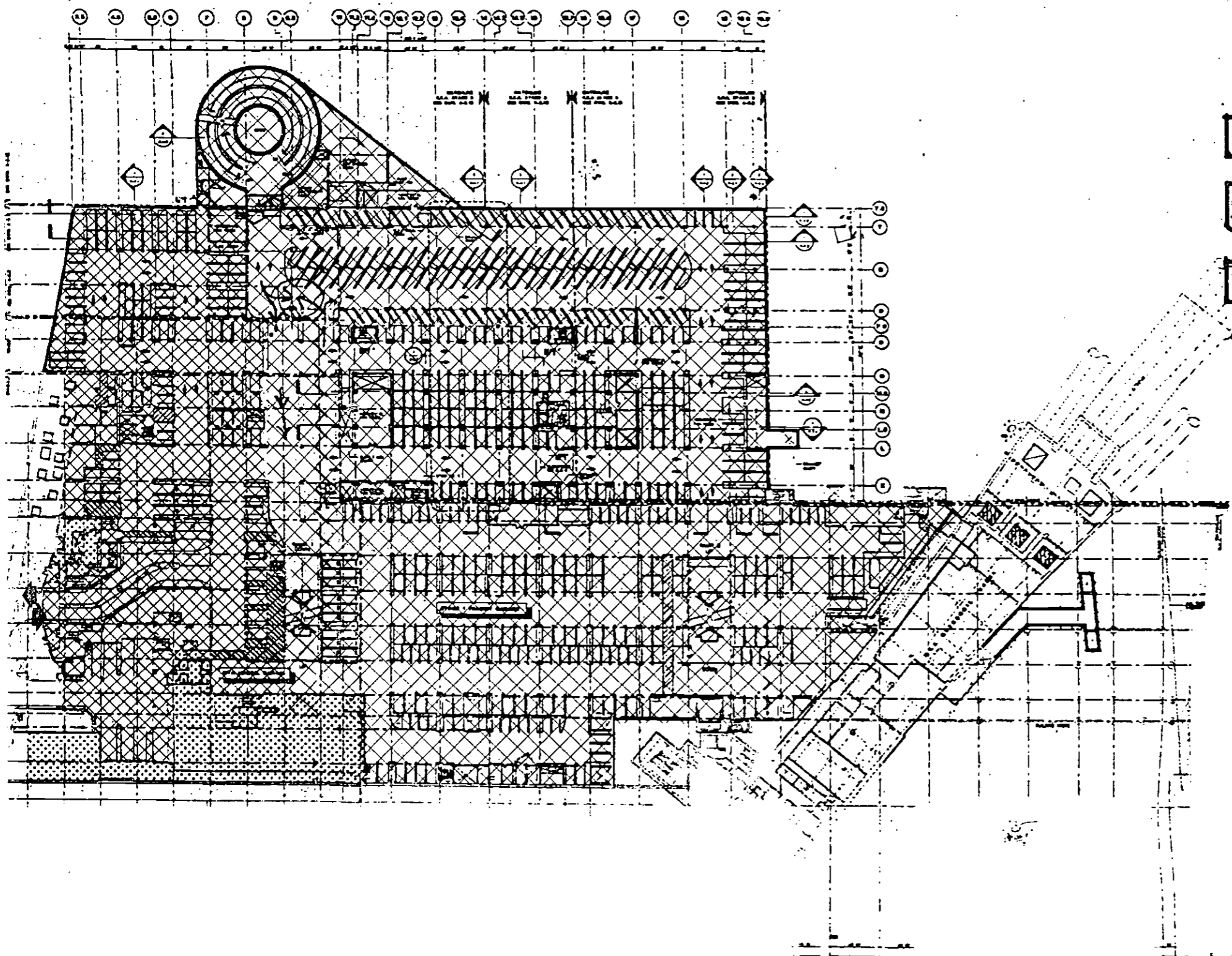







P1  
LEVEL



-  HEADQUARTERS OFFICE
-  HEADQUARTERS PARKING
-  PUBLIC PARKING
-  EAST PORTAL
-  PEDESTRIAN & LANDSCAPE

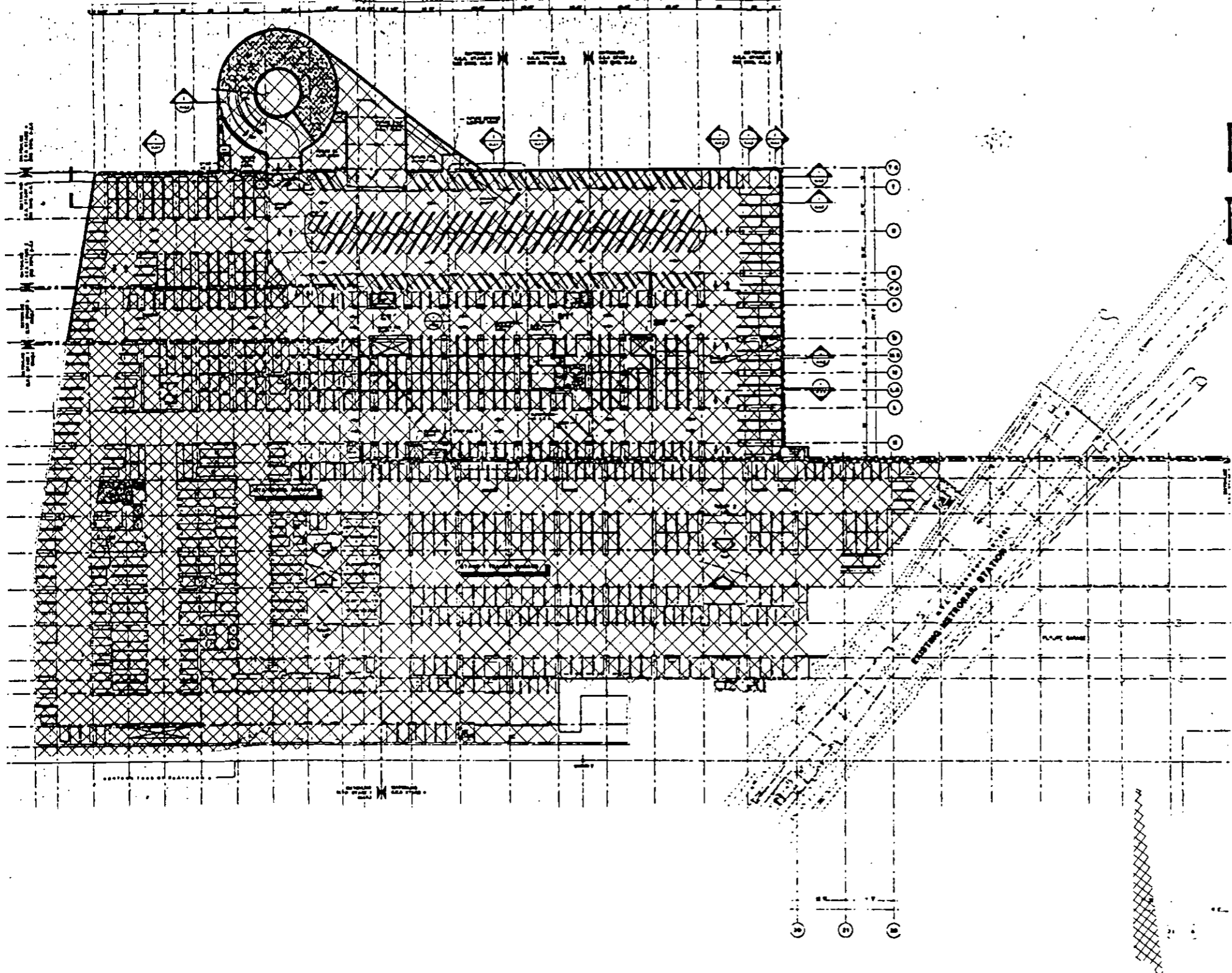
P2  
LEVEL





-  HEADQUARTERS OFFICES
-  HEADQUARTERS PARKING
-  PUBLIC PARKING

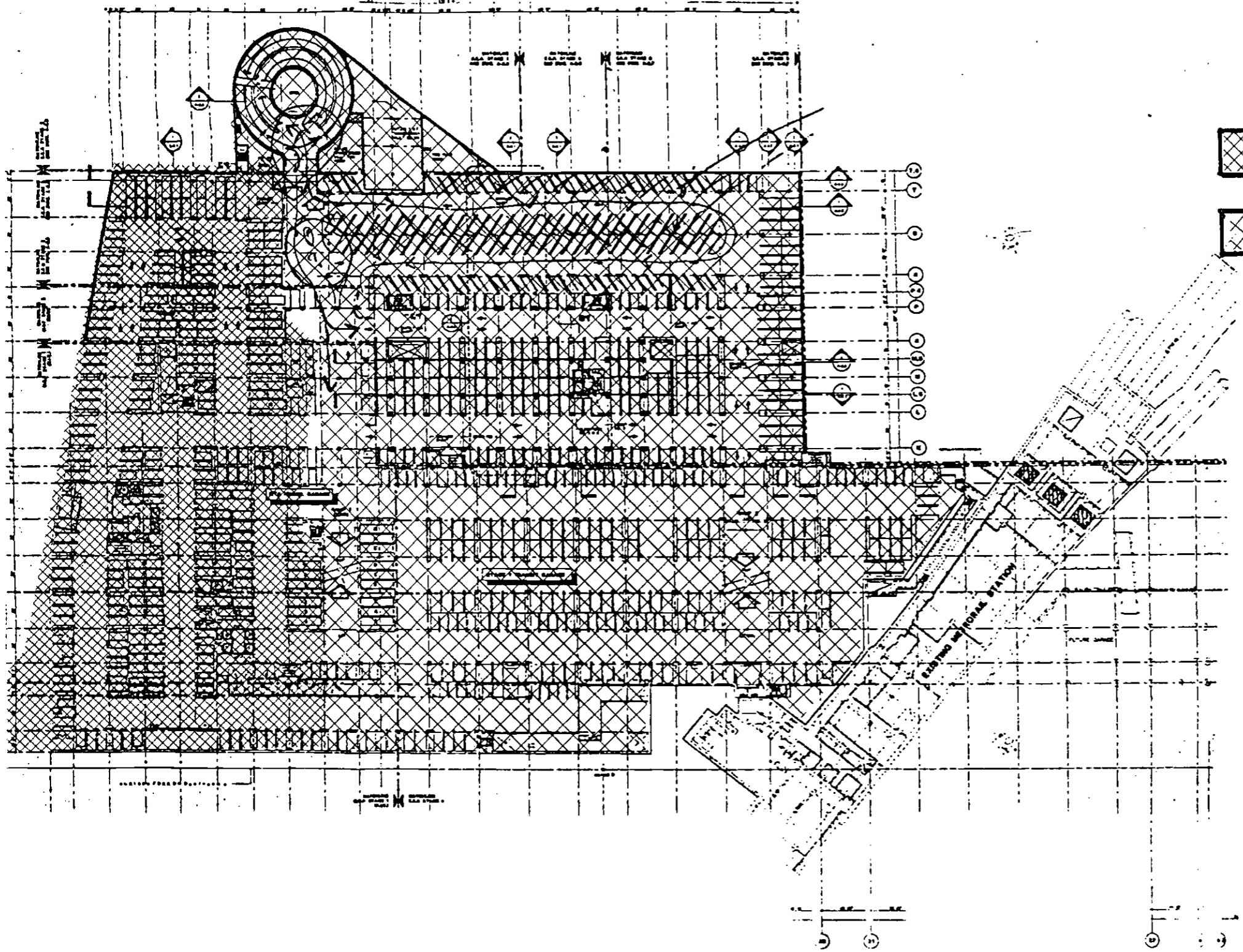
P3  
LEVEL

-  HEADQUARTERS  
PARKING
-  PUBLIC PARKING



P4  
LEVEL

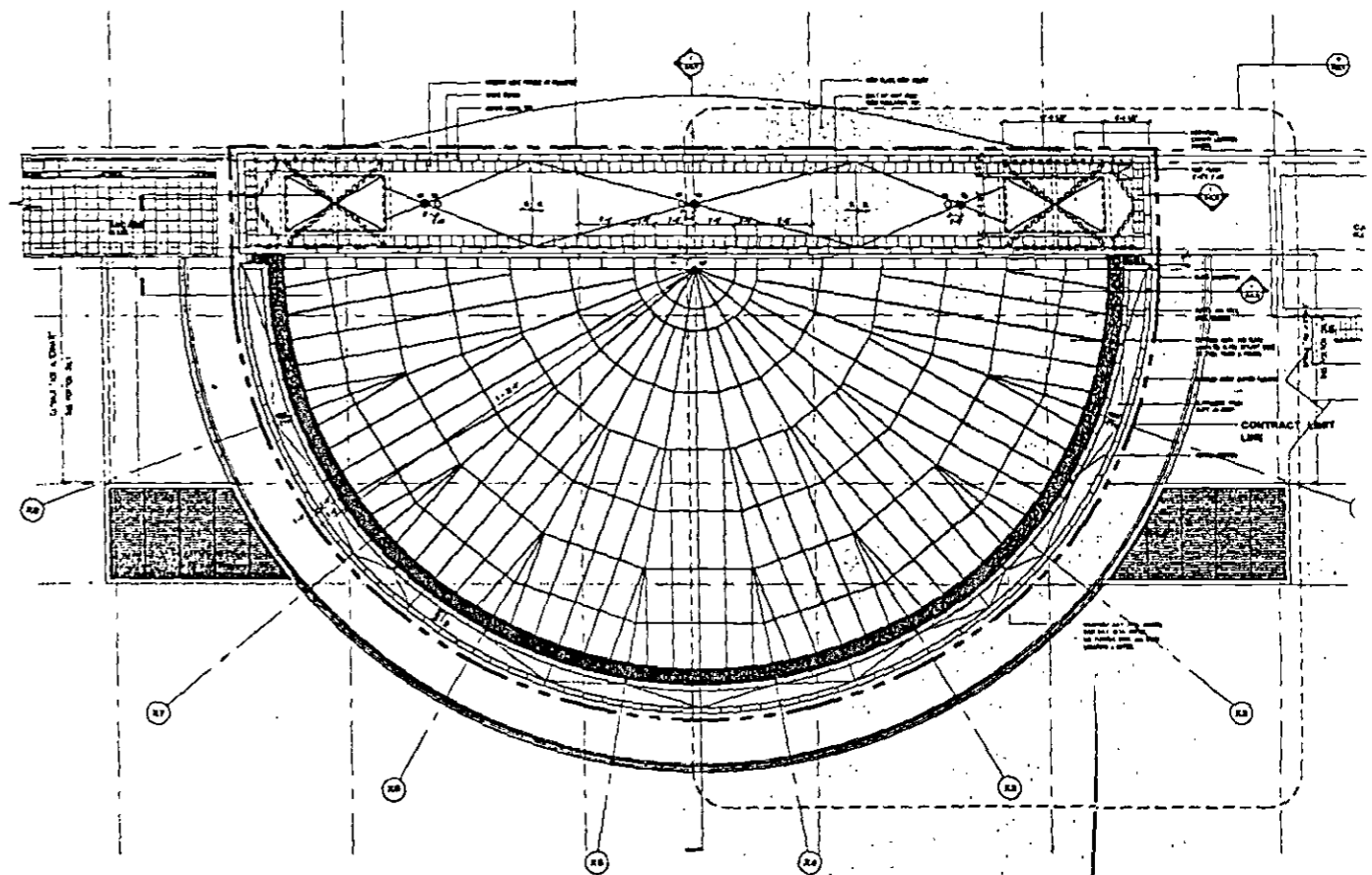
-  HEADQUARTERS  
PARKING
-  PUBLIC PARKING



EAST PORTAL

DOME

ICAL FLOOR PLAI



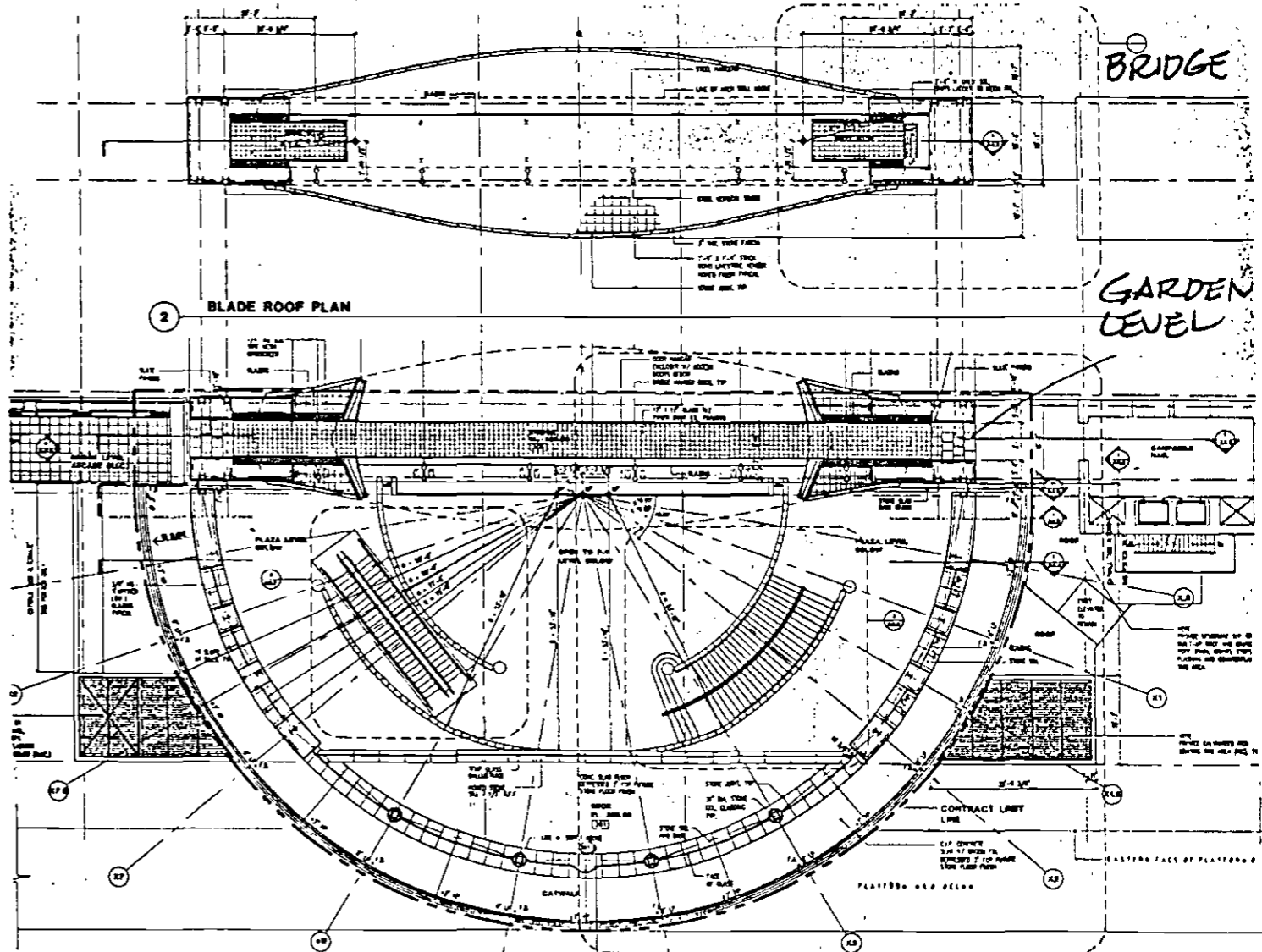
ROOF PLAN

EAST PORTAL

BRIDGE

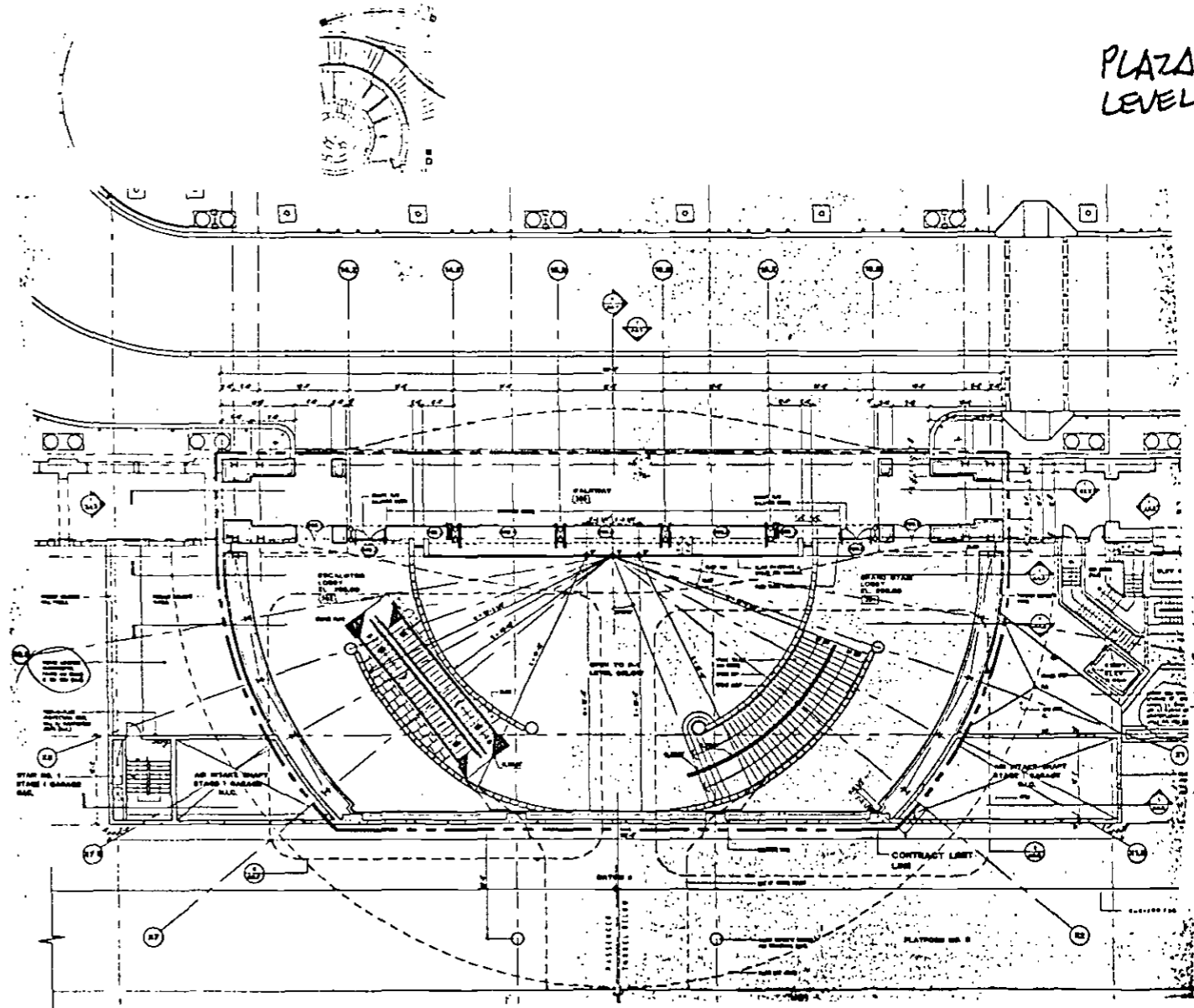
2 BLADE ROOF PLAN

GARDEN LEVEL



EAST PORTAL

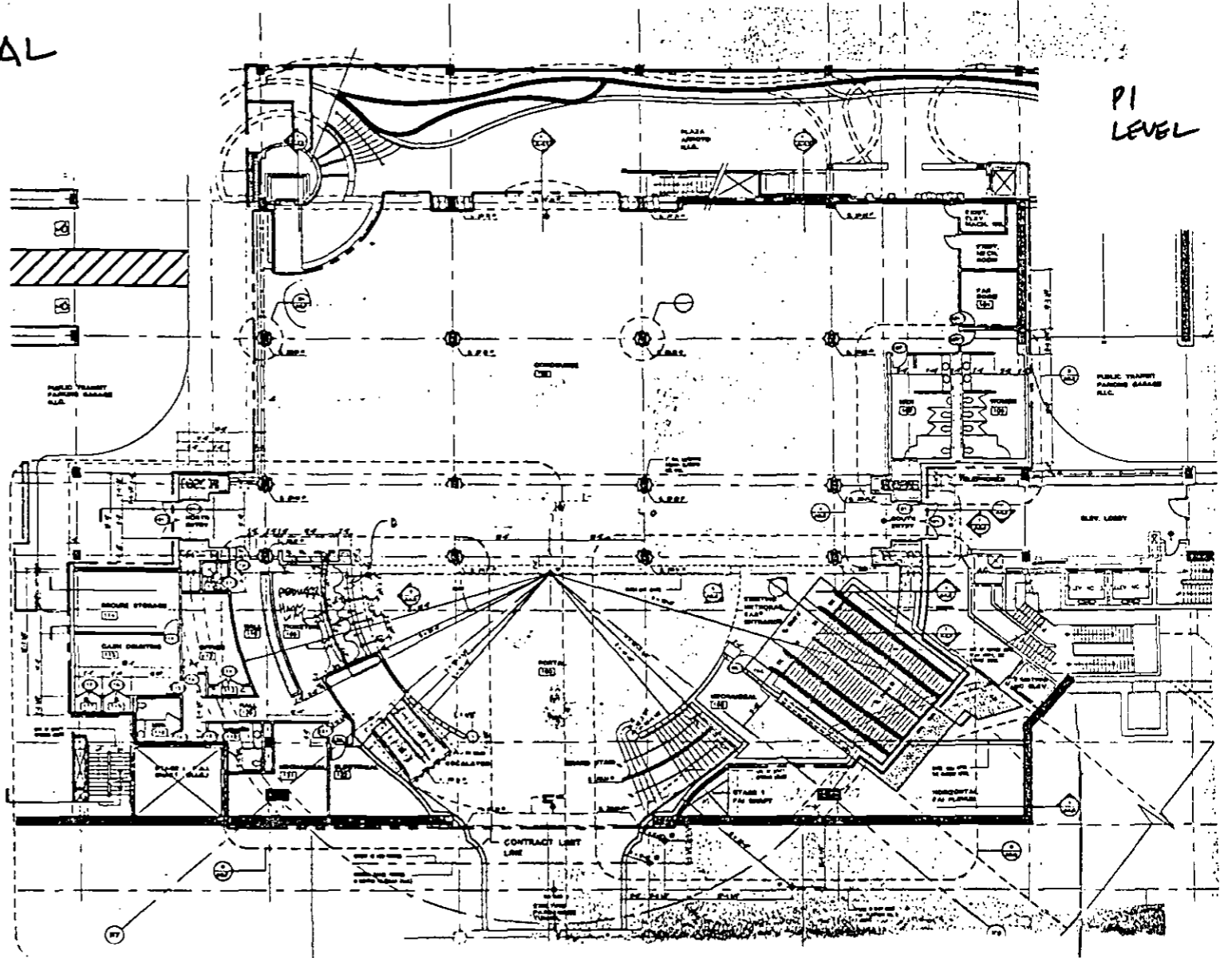
PLAZA LEVEL





EAST PORTAL

P1 LEVEL





PUBLIC TRANSIT USE LIST

In the event of any inconsistency between the terms of those certain ten (10) maps attached to this Agreement as Exhibits "E-1" through "A-4" and the terms of this Exhibit "E-5", this Exhibit "E-5" shall govern and prevail.

General Notes:

- A. Signage, Graphics and Lighting improvements shall generally be permitted within all easement areas described herein subject to criteria, guidelines, and standards approved by the parties.
- B. Control systems (parking, building, life safety, security) and incidental storage shall be allowed within parking easement areas and be subject to guidelines and locations approved by the parties.
- C. Sidewalk vending and outdoor seating will be permitted within pedestrian easement areas located at the plaza level and Vignes Street entrance, subject to approval of the parties, provided that such uses shall not materially interfere with pedestrian access.
- D. References to Vertical Penetrations below shall include elevators, stairways, escalators, air intakes, air exhausts and mechanical equipment.
- E. Uses incidental or ancillary to the uses listed below are deemed included, unless otherwise expressly limited herein.

<u>Exhibit</u>	<u>Map Page</u>	<u>Easement Designation</u>	<u>Use</u>
E-1	1	A	Ramp Access to Subsurface Parking; Vertical Penetrations; Pedestrian Access; Aesthetics
E-1	1	B	Pedestrian Access; Vertical Penetrations; Aesthetics
E-1	1	C	Ramp Access to Bus Plaza; Pedestrian Access
E-1	1	D	Ramp Access to Subsurface Parking; Pedestrian Access
E-1	1	E	Pedestrian Access; Vertical Penetrations; Aesthetics
E-1	1	F	Roadway; Ramp Access to Bus Plaza; Vertical Penetrations; Landscaping; Aesthetics
E-1	1	G	Pedestrian Access; Vertical Penetrations; Aesthetics
E-1	1	H	Roadway; Ramp Access to Subsurface Parking; Pedestrian Access; Aesthetics
E-1	1	I	Pedestrian Access; Vertical Penetrations; Aesthetics
E-1	1	J	Pedestrian Access; Vertical Penetrations; Aesthetics
E-1	1	K	Pedestrian Access; East Portal Structure; Aesthetics; Retail

<u>Exhibit</u>	<u>Map Page</u>	<u>Easement Designation</u>	<u>Use</u>
E-1	1	L	Pedestrian Access; East Portal Structure; Aesthetics; Retail
E-1	1	M	Vertical Penetrations
E-1	1	N	Vertical Penetrations
E-1	2	A	Ramp Access to Subsurface Parking; Vertical Penetrations; Pedestrian Access; Aesthetics
E-1	2	B	Parking (surface or subsurface); Vehicular and Pedestrian Access and incidental uses; Vertical Penetrations
E-1	2	C	Ramp Access to Bus Plaza; Pedestrian Access; Aesthetics
E-1	2	D	Ramp Access to Subsurface Parking; Pedestrian Access
E-1	2	E	Parking (surface or subsurface); Vehicular and Pedestrian Access; Vertical Penetrations
E-1	2	F	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations; Ramp Access to Subsurface Parking
E-1	2	G	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations; Retail; Aesthetics
E-1	2	H	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations; Retail and RTD Program Areas
E-1	3	A	Ramp Access to Subsurface Parking; Vertical Penetrations; Parking and Pedestrian Access
E-1	3	B	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations
E-1	3	C	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations
E-1	3	D	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations; (subject to potential Metro Rail Extension)
E-1	3	E	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations; Ramp Access to Subsurface Parking
E-1	3	F	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations

<u>Exhibit</u>	<u>Map Page</u>	<u>Easement Designation</u>	<u>Use</u>
E-1	3	G	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations; RTD Program Areas
E-2	7	A	Pedestrian Access; Vertical Penetrations
E-2	7	B	Ramp Access to Bus Plaza; Pedestrian Access
E-2	7	C	Ramp Access to Subsurface Parking; Pedestrian Access
E-2	7	D	Pedestrian Access; Vertical Penetrations
E-2	8	A	Parking (surface or subsurface); Vehicular and Pedestrian Access; Vertical Penetrations
E-2	8	B	Ramp Access to Bus Plaza; Pedestrian Access; Aesthetics
E-2	8	C	Ramp Access to Subsurface Parking
E-2	8	D	Parking (surface or subsurface); Vehicular and Pedestrian Access; Vertical Penetrations; Aesthetics
E-2	9	A	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations
E-2	9	B	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations
E-2	9	C	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations
E-2	9	D	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations
E-3	4	A	Pedestrian Access; Vertical Penetrations; Landscaping; Retail; Aesthetics; Special Events
E-3	4	B	Roadway; Vertical Penetrations; Landscaping; Special Events
E-3	4	C	Pedestrian Access; Vertical Penetrations; Special Events; Retail
E-3	5	A	Pedestrian Access; Vertical Penetrations; Landscaping; Retail; Aesthetics
E-3	5	B	Parking (subsurface); Vehicular and Pedestrian Access; Aesthetics; Retail; Vertical Penetrations; Special Events
E-3	5	C	Pedestrian Access; Vertical Penetrations; Retail; Aesthetics
E-3	6	A	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations

<u>Exhibit</u>	<u>Map Page</u>	<u>Easement Designation</u>	<u>Use</u>
E-3	6	B	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations
E-4	10	A	Parking (subsurface); Vehicular and Pedestrian Access; Vertical Penetrations

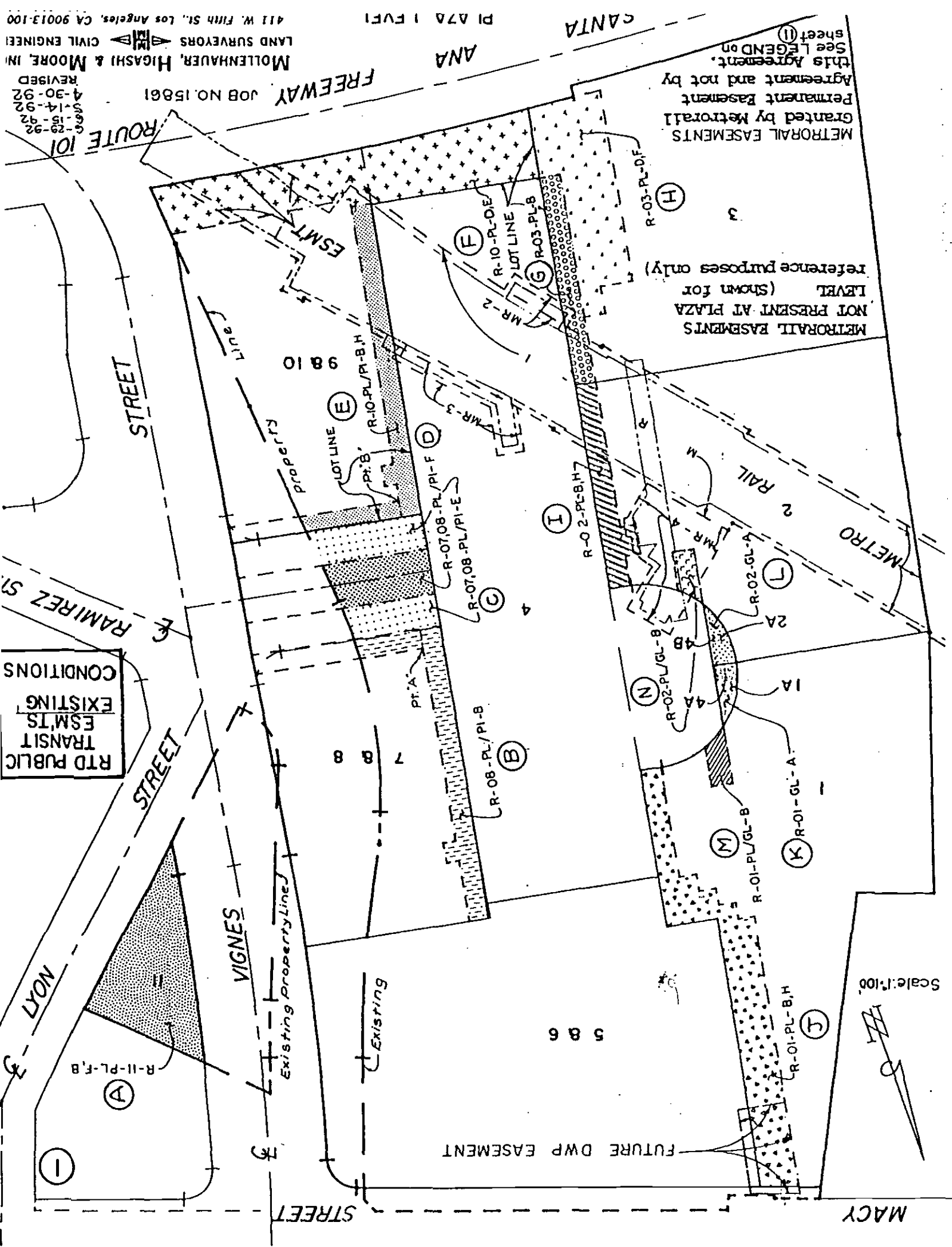
EXHIBIT E-1

MAPS OF PUBLIC TRANSIT USE AREAS ON  
CATELLUS OWNED PROPERTY

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[Attach Mollenhauer Maps 1,2,3]

411 W. Fifth St., Los Angeles, CA 90013-100  
 LAND SURVEYORS & CIVIL ENGINEERS  
 MOLLENHAUER, HIGASHI & MOORE, INC.  
 JOB NO. 15861  
 REVISED  
 6-29-92  
 6-15-92  
 4-30-92



METROPOLITAN EASEMENTS  
 NOT PRESENT AT PLAZA  
 LEVEL (Shown for  
 reference purposes only)  
 METROPOLITAN EASEMENTS  
 Granted by Metrolink  
 Permanent Easement  
 Agreement and not by  
 this Agreement.  
 See LEGEND on  
 sheet 11

RTD PUBLIC  
 TRANSIT  
 ESM'TS  
 EXISTING  
 CONDITIONS

Scale: 1"=100'

ANA CANTA  
 PLAZA LEVEL

FREEWAY

ROUTE 101

STREET

RAMIREZ ST

STREET

NOY

VIGNES

STREET

MACY

FUTURE DWP EASEMENT

Existing Property Lines

Existing

Property

9810

586

3

2A

4A

4B

4C

4D

4E

4F

4G

4H

4I

4J

4K

4L

4M

4N

4O

4P

MACY

STREET

Scale: 1"=100'

5 8 6

R-01-Pl-C/B

(H)

Existing

Existing Property Line

VIGNES

R-11-Pl-f/B

(A)

(2)

LYON

STREET

RTD PUBLIC  
TRANSIT  
ESM'S  
EXISTING  
CONDITIONS

R-07-Pl-C/B

(B)

D-R-07-08-Pl/Pl-E

(C)

R-07-08-Pl/Pl-E

4

R-02-Pl-C/B

(G)

METRO

2

RAIL

MR-1

MR-2

MR-3

R-09-Pl-C/B

(E)

Property Line

RAMIREZ ST

ESMT

9 8 10

STREET

3

R-03-Pl-C/B,F

(I)

METRO RAIL EASEMENTS NOT  
PRESENT AT PLAZA AND P-1  
LEVELS. (Shown for  
reference only)  
See LEGEND on  
sheet (1)

CANTA ANA

FREEWAY

JOB NO. 15861

ROUTE 101

P-1 LEVEL

MOLLENHAUER, HIGASHI & MOORE, INC.  
LAND SURVEYORS

6-15-92  
3-14-92  
4-30-92  
REVISED

MACY STREET

STREET



Scale: 1"=100'

5 8 6

R-01-P2,3,4-C,B  
ⓐ

R-07-P2,3,4-C,B  
ⓐ

R-02-P2,3,4-C,B  
ⓐ

R-03-P2,3,4-C,B,F  
ⓐ

R-15-SUB-P2,3,4-C,B  
ⓐ

R-11-P2,3,4-F,B  
ⓐ

R-09-P2,3,4-C,B  
ⓐ

RTD PUBLIC  
TRANSIT  
ESM'TS  
EXISTING  
CONDITIONS

METRO

RAIL

2

MR-A

MR-3

MR-2

ESMT

RAMIREZ ST

STREET

ROUTE 101

SANTA ANA

FREEWAY

See LEGEND on sheet ①①

JOB NO. 15861

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

411 W. Fifth St., Los Angeles, CA 90013-1010  
Phone (213) 624.2661 FAX (213) 614.1811

P-2.384 | FVFI

9-26-92  
5-15-92  
5-14-92  
4-30-92  
REVISED



EXHIBIT E-2

Maps of Public Transit Use Areas on Additional Land  
Acquired by Catellus

---

[Attach Mollenhauer Maps 7, 8, 9]

2.0.

MACY

STREET

Scale: 1"=100'

5 8 6

Existing

Existing Property Lines

VIGNES

STREET

RTD PUBLIC TRANSIT ESM'TS AFTER REALIGNMEN

RAMIREZ S.

STREET

ROUTE 101

ANA FREEWAY JOB NO. 15861

MOLLENHAUER H.

REVISED  
6-29-92  
5-15-92  
5-14-92  
4-30-92

1A 4A  
2A 4B  
METRO RAIL  
MR-1  
MR-2  
MR-3  
ESMT

7 8  
R-08-PL/PI-B  
R-07-08-PL/PI-F  
R-07-08-PL/PI-E  
R-10-PL/PI-B  
property  
Line

9 8 10

3

4

METRO RAIL EASEMENT NOT PRESENT AT PLAZA AND P-1 LEVELS. (Shown for reference only)  
See LEGEND on sheet 11

MACY STREET

STREET

8

5 8 6

Scale: 1"=100'

RTD PUBLIC TRANSIT ESM'TS AFTER REALIGNMENT

RAMIREZ ST

STREET

ROUTE 101

FREEWAY

ANA

P-1 LEVEL

SANTA

METRO RAIL

METRO RAIL EASEMENT NOT PRESENT AT PLAZA AND P-1 LEVELS. (Shown for reference only) See LEGEND on sheet 11

JOB NO. 15861

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

6-16-92  
5-14-92  
4-30-92  
REVISED

R-07-P1-CB (A)

7

8

R-07, 08-P1-P1-F (C)

9 & 10

R-07, 08-P1-P1-E (B)

R-09-P1-CB (D)

3

4

2

1

MR-3

MR-2

MR-1

Property Line

Existing

Existing Property Lines

LYON

VIGNES

STREET

RAMIREZ ST

STREET

ROUTE 101

FREEWAY

ANA

P-1 LEVEL

SANTA

METRO RAIL

METRO RAIL EASEMENT NOT PRESENT AT PLAZA AND P-1 LEVELS. (Shown for reference only) See LEGEND on sheet 11

JOB NO. 15861

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

6-16-92  
5-14-92  
4-30-92  
REVISED

MACY

STREET

Scale: 1" = 100'

5 B 6

R-07SUB-P2,3,4-C,1B  
EXISTING PROPERTY

LOT 11 SUB VIGNES

LOT 7

R-07-P2,3,4-C,1B

RTD PUBLIC TRANSIT ESM'TS AFTER REALIGNMENT

RAMIREZ ST

METRO

RAIL

Property Line

R-09-P2,3,4-C,1B

STREET

9 B 10

ESMT

ROUTE 101

SANTA ANA FREEWAY

P-2,384 LEVEL

ESM'TS TO BE GRANTED BY CATELLUS ONLY TO EXTENT PROPERTY OWNED BY CATELLUS IN FEE. See LEGEND on Sheet (1)

JOB NO. 18861  
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  
REVISED 15-92, 14-92, 4-90-92

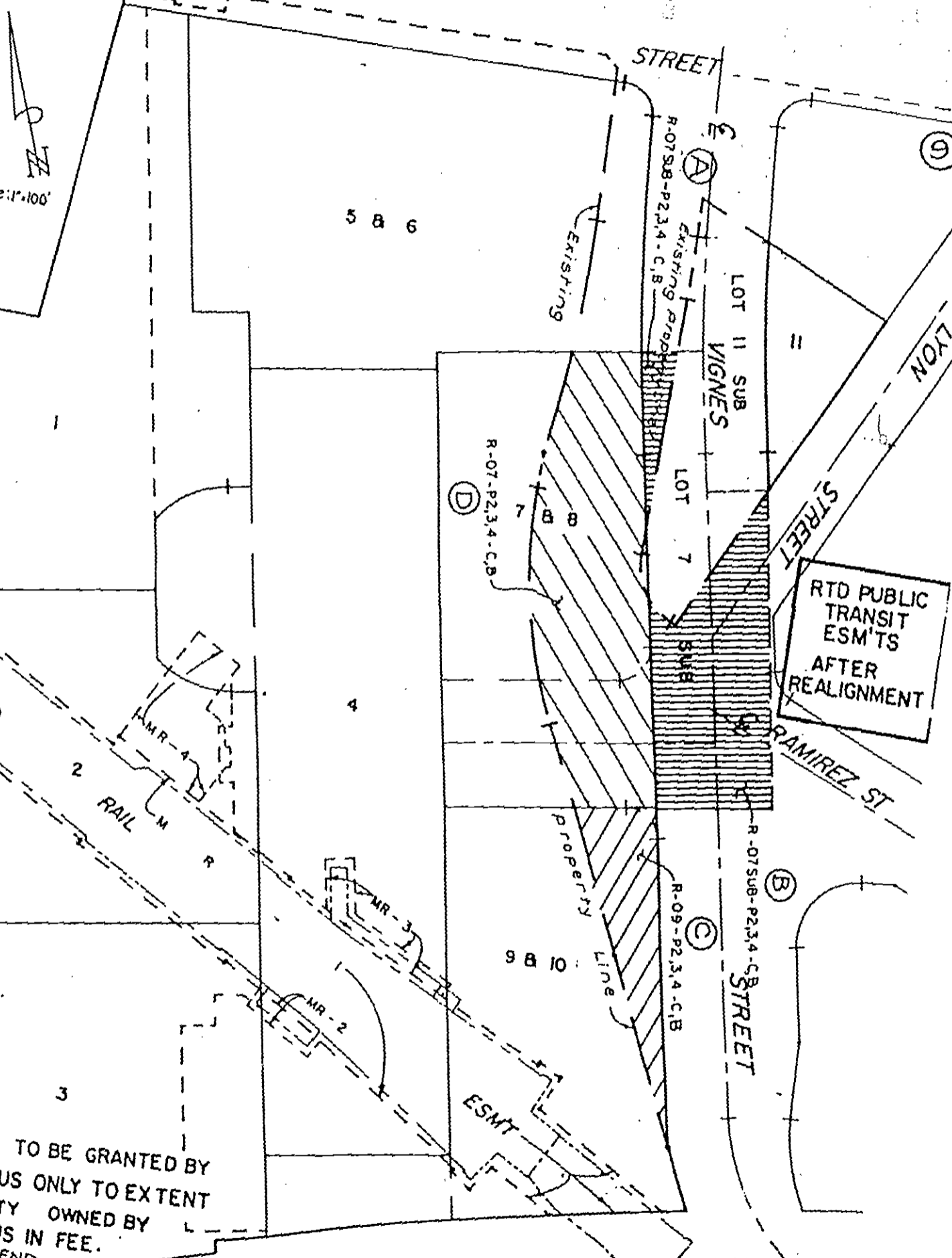


EXHIBIT E-3

Maps of RTD Owned Public Transit Use Area

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[Attach Mollenhauer Maps 4, 5, 6]

MACY

STREET

Scale: 1"=100'

5 8 6

Existing

Existing Property Lines  
VIGNES STREET

4

1  
C-04-PL-H, B

1A

2A

4A

4B

7 8 8

PUBLIC  
TRANSIT  
USE OVER  
RTD  
PROPERTY

METRO  
RAIL

MR-1

MR-2

MR-3

Property Lines

2  
C-04-PL-H, B

9 8 10

STREET

RAMIREZ ST

3  
C-04-PL-D, B

MR-2

MR-3

ESMT

METRO RAIL EASEMENT NOT  
PRESENT AT PLAZA AND P-1  
LEVELS. (Shown for  
reference only)  
See LEGEND on  
sheet (1)

ROUTE 101

SANTA ANA FREEWAY  
PLAZA LEVEL

JOB NO. 15861  
6-15-92  
5-14-92  
4-30-92  
REVISED  
MOLLENHAUER, HIGASHI & MOORE, II  
LAND SURVEYORS  
411 W. FIFTH ST., Los Angeles, CA 90013-10  
Phone (213) 624-2661 FAX (213) 614-18  
CIVIL ENGINE

MACY

STREET

scale: 1"=100'

5 8 6

Existing

Existing Property Lines

VIGNES

11

NOY

C-04-PI-C, B

C-04-PI-H, B

7 8 8

PUBLIC  
TRANSIT  
USE OVER  
RTD  
PROPERTY

METRO

2 RAIL

RAMIREZ ST

C-04-PI-H, B

9 8 10

STREET

C-04-PI-C, B

METRO RAIL EASEMENT NOT  
PRESENT AT PLAZA AND P-1  
LEVELS. (Shown for  
reference only)  
See LEGEND on  
sheet 11

ESMT

ROUTE 101

SANTA ANA FREEWAY  
P-1 LEVEL

JOB NO. 15861

MOLLENHAUER, HIGASHI & MOORE, INC  
LAND SURVEYORS & CIVIL ENGINEER  
411 W. FIFTH ST., Los Angeles, CA 90013-1001  
Phone (213) 624-2661 FAX (213) 614-1863

6-15-92  
5-14-92  
4-30-92  
REVISED

MACY

STREET

Scale: 1"=100'

5 8 6

Existing

Existing Property Lines

VIGNES

PUBLIC  
TRANSIT  
USE OVER  
RTD  
PROPERTY

RAMIREZ S.

STREET

ROUTE 101

SANTA ANA FREEWAY

P- 2, 3 & 4 LEVEL

JOB NO. 15861

MOLLENHAUER, HIGASHI & MOORE, II  
LAND SURVEYORS  
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Phone (213) 624-2661 FAX (213) 614-18

6-15-92  
5-14-92  
4-30-92  
REVISED

CIVIL ENGINE



(D)

C-04-P2,3,4-C,B

(C)

C-04-P2,3,4-C, B

METRO  
2 RAIL

(D)

3  
C-04-P 2,3,4-C, B

See LEGEND on  
sheet (II)

MR-9 B 10

ESMT

Property Line

MR-2

MR-4

MR-3

7 8 8

4

II

NO



EXHIBIT E-4

Maps of Public Transit Use Areas on Additional Land  
Owned by RTD

---

[Attach Mollenhauer Map 10]

1  
020

MACY

Subsurface Lot Line

STREET

C-05-P2,3,4-B,C

(A)

5 8 6

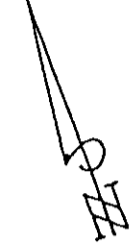
Existing

Existing Property Line

VIGNES

(10)

LYON



Scale: 1"=100'

PUBLIC TRANSIT USE OVER RTD PROPERTY AFTER REALIGNMENT

RAMIREZ ST

7 8 8

Property Line

STREET

METRO

RAIL

3

4

9 8 10

MR-3

MR-2

ESMT

ESMTS TO BE GRANTED BY RTD ONLY TO EXTENT PROPERTY OWNED BY RTD IN FEE.

See LEGEND on sheet (11)

ROUTE 101

SANTA

ANA P-2,3,8,4 LEVEL

FREEWAY

JOB NO. 15861

MOLLENHAUER, HIGASHI & MOORE, LAND SURVEYORS & CIVIL ENGINEERS

411 W. Fifth St., Los Angeles, CA 90013-1  
Phone (213) 624-2661 FAX (213) 614-1

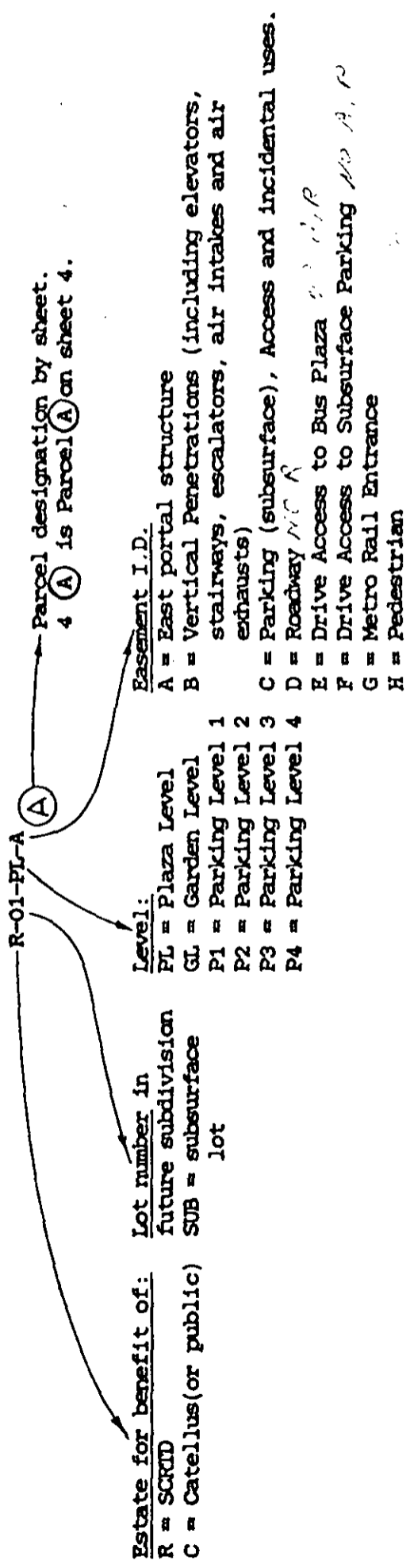
6-15-92  
5-14-92  
4-30-92  
REVISED

LEGEND

METRO RAIL EASEMENTS (granted by separate document - shown for reference only)

<u>PARCEL NO.</u>	<u>USE</u>
MR-1	Station & Tunnel
MR-2	Exhaust Shaft
MR-3	Emergency Exit Hatch and Fresh Air Inlet
MR-4	East Entrance

RID & PUBLIC TRANSIT USE EASEMENTS



Estate for benefit of:  
 R = SCRIP  
 C = Catellus (or public) lot

Lot number in future subdivision  
 SUB = subsurface lot

Level:  
 PL = Plaza Level  
 GL = Garden Level  
 P1 = Parking Level 1  
 P2 = Parking Level 2  
 P3 = Parking Level 3  
 P4 = Parking Level 4

Easement I.D.  
 A = East portal structure  
 B = Vertical Penetrations (including elevators, stairways, escalators, air intakes and air exhausts)  
 C = Parking (subsurface), Access and incidental uses.  
 D = Roadway *NO R*  
 E = Drive Access to Bus Plaza *NO R*  
 F = Drive Access to Subsurface Parking *NO R, R*  
 G = Metro Rail Entrance  
 H = Pedestrian

NOTES:

1. Lots 6, 8 and 10 are above plaza surface.
2. Lots 5, 7 and 9 are below plaza surface.
3. Lots 4A and 4B are 22.5' above the rails adjacent to platform 8 in Lots 1, 2 and 3. Lots 1A and 1B are below Lots 4A & 4B.
4. The following easement parcels are shown on both Map Sheets 1 and 2. However, because of their vertical elevation limits (both are sloping planes at their lower vertical limit) only one legal description was prepared in each case.

Esm't Parcel 1 (C) = 2 (C)  
 Esm't Parcel 1 (D) = 2 (D)

JN 15861

6-15-92  
 5-14-92  
 4-30-92  
 REVISED

**MOLLENHAUER, HIGASHI & MOORE, IN**  
 LAND SURVEYORS  CIVIL ENGINEERS  
 411 W. Fifth St., Los Angeles, CA 90013-100  
 Phone (213) 624-2661 FAX (213) 614-186