

Closing Binder

Real Property Exchange

by and between

**Southern California
Rapid Transit District,
a public corporation**

and

**Catellus Development Corporation,
a Delaware corporation**

**Closed
June 30, 1992**

**Recorded
July 7, 1992**

Volume I

**Volume I
Gateway at Union Station
Closing Binder**

All documents are dated June 30, 1992 unless otherwise noted.

I. Exchange Documents.

1. Development Agreement, executed by Southern California Rapid Transit District, a public corporation ("RTD") and Catellus Development Corporation, a Delaware corporation ("Catellus") dated as of October 30, 1991.
2. First Amendment to Development Agreement, executed by RTD and Catellus (undated).
3. Side Letter to Development Agreement, executed by RTD and Catellus.
4. Memorandum of Development Agreement, executed by RTD and Catellus, recorded in the Office of the Los Angeles County Recorder ("Official Records") July 7, 1992 as Instrument No. 92-1231034.
5. Corporation Grant Deed, executed by Catellus in favor of RTD, together with Certificate of Acceptance of Property Conveyed, executed by RTD, recorded in the Official Records July 7, 1992 as Instrument No. 92-1231029.
6. Corporation Grant Deed, executed by RTD in favor of Catellus, recorded in the Official Records July 7, 1992 as Instrument No. 92-1231028.
7. Covenant and Agreement to Hold Property As One Parcel as to Parcel A, executed by Catellus, recorded in the Official Records July 7, 1992 as Instrument No. 92-1231030.
8. Covenant and Agreement to Hold Property As One Parcel as to Parcel B, executed by Catellus, recorded in the Official Records July 7, 1992 as Instrument No. 92-1231031.
9. Covenant and Agreement to Hold Property As One Parcel as to Parcel C, executed by RTD, recorded in the Official Records July 7, 1992 as Instrument No. 92-1231032.

10. Covenant and Agreement to Hold Property As One Parcel as to Parcel D, executed by RTD, recorded in the Official Records July 7, 1992 as Instrument No. 92-1231033.
11. Letter of Determination by City of Los Angeles regarding Lot Line Adjustment, dated June 19, 1992.
12. Remediation Agreement, executed by RTD and Catellus.
13. Acknowledgment and Receipt of Closing Price, executed by Catellus.
14. Certificate of Non-Foreign Status, executed by RTD.
15. California Withholding Exemption Certificate, executed by RTD.
16. Statement of Tax Due executed by RTD.
17. Certificate of Non-Foreign Status, executed by Catellus.
18. California Withholding Exemption Certificate, executed by Catellus.
19. RTD Corporate Secretary's Certificate and Incumbency Certificate dated June 26, 1992 certifying Resolution by the RTD Board of Directors authorizing execution of the Development Agreement dated October 24, 1991 and Resolution authorizing real property exchange dated June 25, 1992.
20. RTD Board Resolution authorizing execution of documents by designated General Manager Pro Tempore, dated June 25, 1992.
21. Catellus Corporate Secretary's Certificate certifying Resolution of Catellus Board of Directors dated June 26, 1992 and Incumbency Certificate dated June 25, 1992.
22. Delegation of Authority by the President of Catellus Development Corporation dated June 24, 1992.
23. Letter from Goldman, Sachs & Co. regarding issuance of tax exempt and/or taxable certificates of participation.
24. Letter from O'Melveny & Myers dated June 29, 1992, regarding tax exempt financing.

**II. Easement Agreements and Documents
Governing Use of the Site.**

25. Public Transit Use Agreement, executed by RTD and Catellus, recorded in the Official Records July 7, 1992 as Instrument No. 92-1231036, together with Letter of Subordination thereto executed by Bank of America.

Volume II

26. Tunnel Access Easement Agreement, executed by RTD and Catellus, recorded in the Official Records July 7, 1992 as Instrument No. 92-1231035 together with Letter of Subordination thereto executed by Bank of America.
27. Reciprocal Easement and Operating Agreement, unexecuted, held in escrow by Chicago Title Company ("Chicago Title") as specified in the "Escrow Instructions" (as defined below).
28. Cost Allocation Agreement, executed by RTD and Catellus.

III. Escrow, Title and Survey Documents.

29. Opening of Escrow and Closing Instructions ("Escrow Instructions") to Chicago Title, executed by RTD and Catellus.
30. Supplemental Escrow Instructions from (A) Latham & Watkins to Chicago Title Company on behalf of Catellus, dated July 1, 1992; (B) Jones, Day, Reavis & Pogue to Chicago Title on behalf of RTD, dated July 6, 1992; and (C) Pircher, Nichols and Meeks, on behalf of Catellus, dated July 3, 1992.
31. Escrow Closing Statement issued by Chicago Title.
32. ALTA Owner's Policy of Title Insurance No. 9201052 (Form 1970B) issued to RTD.
33. ALTA Owner's Policy of Title Insurance No. 9134056 (Form 1970B) issued to Catellus.
34. Personal Undertaking (Indemnity Agreement), executed by RTD in favor of Chicago Title.

35. Indemnity Agreement, executed by RTD in favor of Chicago Title.
36. Survey.

IV. Bank of America Release of Lien.

37. Demand Letter issued by Bank of America dated July 6, 1992.
38. Partial Reconveyance of Bank of America Deed of Trust, recorded in the Official Records July 7, 1992 as Instrument No. 92-1231037.
39. First Amendment to Assignment of Leases, executed by Catellus and Bank of America, recorded in the Official Records July 7, 1992 as Instrument No. 92-1231038.
40. First Modification to Deed of Trust, executed by Catellus and Bank of America, recorded in the Official Records July 7, 1992 as Instrument No. 92-1231039.

V. Construction Documents.

41. Articles of Incorporation of Union Station Gateway Inc., a California non-profit public corporation ("USG") dated December 12, 1991 and filed with the California Secretary of State December 13, 1991 as Instrument No. 1804666.
42. Certificate of Amendment of Articles of Incorporation of USG dated February 10, 1992 and filed with the California Secretary of State on February 11, 1992 as Instrument No. A413927.
43. Action of Sole Incorporator of USG dated January 7, 1992.
44. ByLaws of USG dated February 20, 1992.
45. Interim Design and Construction Agreement (superseded), executed by Union Station Gateway Inc. and RTD, dated as of April 17, 1992.
46. Design and Construction Agreement, executed by RTD and USG.
47. Project Control Agreement, executed by RTD and USG.

48. Standard Form of Agreement Between Design-Builder and Construction Manager (Construction Management Agreement), executed by Catellus and USG.
49. Covenant and Agreement regarding Plot Plan, executed by RTD, recorded June 22, 1992 as Instrument No. 92-1133620.
50. City of Los Angeles Inter-Departmental Correspondence dated June 22, 1992 regarding satisfaction of Plot Plan Condition No. 11.

VI. Additional Documents.

51. Exclusive Right to Negotiate, executed by RTD and Catellus, dated February 11, 1991.
52. Side Letter to Exclusive Right to Negotiate dated February 11, 1991.
53. Draft Phase I Financial Plan Executive Summary.
54. Draft Phase I Budget as of June 30, 1992.
55. Draft Phase II Budget as of June 30, 1992.

DEVELOPMENT AGREEMENT

by and between

THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

AND CATELLUS DEVELOPMENT CORPORATION

DATED OCTOBER 30, 1991

THE SOUTHERN CALIFORNIA RAPID TRANSIT
DISTRICT/CATELLUS DEVELOPMENT CORPORATION
DEVELOPMENT AGREEMENT

Table of Contents

	<u>Page</u>
INTRODUCTION	
SECTION 1. SUBJECT OF THE AGREEMENT	3
1.1 Definitions	3
Additional Costs	3
Additional Land	3
Affiliate	3
Agreement	3
Appraisal	3
Arbitration	4
Architect	4
Bona Fide Third Party Purchaser	4
Budget	4
Capital Event	4
Capitalization Rate	5
Catellus	5
Catellus Default	5
Catellus Phase I Interest	5
CEQA	5
Certificate of Substantial Completion	5
Change in Circumstance	5
City	5
Closing	5
Closing Conditions	5
Closing Date	5
Closing Price	5
Closing Requirements	5
Competing Project	5
Constant Dollars	5
Construction Documents	5
Construction Management Agreement	5
Cost Allocations	6
Debt Service Amounts	6
Decision Date	6
Deemed Ground Rental Amount	6
Default Rate	6
Design and Construction Agreement	6
Design Development Documents	6
Design Guidelines	6
Design Team	6
Development Documents	6
Easement	7
East Portal	7
Engineering News Record Cost Index	7
ERN	7
Escrow	7
Escrow Agent	7
Event of Default	7
Extinguishment Closing	7
Extinguishment Date	7
Extinguishment Notice	7
Extinguishment Notice Date	7
Financial Plan	7
Financial Task Force	7
Gateway	7
Grant Deeds	7
Governmental Authorities	8
Headquarters Site	8
Income Participation Payments	8
Infrastructure Budget	8
Infrastructure Costs	8
Institutional Lender	8

	<u>Page</u>
Interest Differential Amount	8
Irrevocable Liquidity Option Date	8
JMC	8
Land Value	8
Lead Agency	9
Leasing Criteria	9
Liquidity Closing	9
Liquidity Closing Date	9
Liquidity Initial Notice Date	9
Liquidity Option	9
Liquidity Option Initial Notice	9
Liquidity Option Note	9
Main Concourse	9
Major Contract	9
Major Lease	9
Management Areas	9
Management Documents	9
Management Standards	9
Master Plan	10
Metro Plaza	10
Metro Plaza Site	10
Metro Rail	10
Metro Rail EIS	10
Minimum RTD Phase II Interest	10
Net Operating Income	10
Off-Site Infrastructure	11
Off-Site Infrastructure Costs	11
On-Site Infrastructure	11
On-Site Infrastructure Costs	11
Operating Shortfalls	11
Operator	11
Option	11
Option Closing	11
Parcel 1	11
Parcel 2	11
Parcel 2 Public Parking Area	12
Party or Parties	12
Permitted Exceptions	12
Phase I	12
Phase I Budget	12
Phase I Improvements	12
Phase I Improvements Budget	12
Phase I Improvements Conditions	12
Phase I Improvements Construction Start Date	12
Phase I Move In Date	13
Phase I Public Parking	13
Phase I Public Parking Area	13
Phase I Public Transit Improvements	13
Phase II	13
Phase II Budget	13
Phase II Improvements	13
Phase II Improvements Budget	13
Phase II Occupancy Date	14
Phase II Public Parking	14
Phase II Public Parking Area	14
Phase II Public Transit Improvements	14
Phase II Stabilization Date	14
PMA	15
Predevelopment Budget	15
Predevelopment Conditions	15
Predevelopment Costs	15
Predevelopment Period	15
Preliminary Appraisal	15
Prime Rate	15
Project	15
Project Area	16
Project Costs	16
Project Schedule	16

	<u>Page</u>
Public Transit Budget	16
Public Transit Conditions	16
Public Transit Construction Start Date	16
Public Transit Easement	16
Public Transit Improvements	16
Public Transit Use Agreement	17
Public Transit Use Areas	17
Qualifying Loan	17
Qualifying Purchaser	18
Ramirez Street Overpass	18
Remediation	18
Remediation Agreement	18
Rentable Square Footage	18
REOA	18
Required Phase II Square Footage	18
Revenue Operation Date	18
Right of Extinguishment	18
Right of First Offer	18
Right of First Refusal	18
RTD	19
RTD Default	19
RTD Phase II Interest	19
RTD Remainder Interest	19
Signature Building	19
Site	19
Site A	19
Site B	19
South Roadway	19
Subdivision	19
Title Company	19
Tunnel	19
Tunnel Access Agreement	19
Unavoidable Delay	19
Union Station	20
Vesting Date	20
Vesting Expiration Date	20
West Entrance to Metro Rail	20
West Property	20
Work Plans	21
1.2 Project Description	21
1.2.1 Phase I	21
1.2.1.1 Phase I Improvements	21
1.2.1.2 Phase I Improvements Parking	21
1.2.2 Phase II	21
1.2.2.1 Phase II Improvements	22
1.2.2.2 Phase II Improvements Parking	22
1.2.3 Public Transit Improvements	22
1.2.3.1 Phase I Public Transit Improvements	22
1.2.3.2 Phase I and Phase II Public Parking	23
1.2.4 Further Development	24
1.2.4.1 Main Concourse	24
1.2.4.2 Tunnel	24
1.2.4.3 East Portal	24
1.2.4.4 South Roadway	24
1.2.5 Interface Between Development Documents	25
1.3 Project Area Ownership	25
1.3.1 Current Project Area Ownership	25
1.3.2 Post-Closing Ownership	25

	<u>Page</u>
SECTION 2. PREDEVELOPMENT	26
2.1 Predevelopment Process	26
2.1.1 Cooperation of the Parties	26
2.1.2 Governmental Authority Coordination and Cooperation	26
2.1.3 Project Management and Decisionmaking	26
2.1.4 Meetings	27
2.1.5 Performance	27
2.1.6 Mutual Assistance/Confidentiality/ Public Relations	27
2.1.6.1 General Assistance	27
2.1.6.2 Confidentiality	27
2.1.6.3 Public Relations	27
2.1.7 Independent Activities of Catellus	28
2.1.8 Budget	28
2.1.8.1 Overall Budget	28
2.1.8.2 Predevelopment Budget	28
2.1.9 Financing	28
2.1.10 Work Plans	28
2.1.11 Schedules	28
2.1.12 FAR/Entitlements/Approvals	28
2.1.13 Subdivision Approval	29
2.1.14 Street Vacation and Realignment	29
2.1.15 Physical/Environmental Project Area Review	30
2.1.16 CEQA Documents	31
2.1.17 Contractors, Vendors, Suppliers	31
2.1.18 Reciprocal Easement and Operating Agreement	31
2.1.19 Main Concourse	32
2.1.20 Traffic and Transportation Study/Design	32
2.1.21 Management Documents	32
2.2 Closing Conditions	32
2.2.1 Performance	32
2.2.2 Insolvency, Bankruptcy	32
2.2.3 Title Review/Ownership of Project Area	33
2.2.3.1 Ownership	33
2.2.3.2 Title	33
2.2.4 Budget	33
2.2.5 Financing	34
2.2.6 Work Plans	35
2.2.7 Schedules	35
2.2.8 FAR/Entitlements/Approvals	35
2.2.9 Subdivision Approval	35
2.2.10 Street Vacation and Realignment	36
2.2.10.1 Vignes Street Realignment	36
2.2.10.2 Other Street Vacation	36
2.2.11 Physical/Environmental Project Area Review	36
2.2.12 Reciprocal Easement and Operating Agreement	36
2.2.13 Tunnel Access	36
2.2.14 Main Concourse	37
2.2.15 Traffic Study	37
2.2.16 Public Transit Use Agreement	37
2.2.17 Utilities	37
2.2.18 Flood Zone	37
2.2.19 Leasing Criteria	37
2.2.20 Design and Construction Documents	37
2.3 Closing Representations and Warranties	37
2.3.1 No Defaults	38
2.3.2 Binding Agreement and Authority	38
2.3.3 Compliance with Law	38
2.3.4 No Governmental Actions	38

	<u>Page</u>
2.3.5 No Condemnation	38
2.3.6 No Leases	38
2.3.7 No Commitments	38
2.3.8 No Taxes	39
2.3.9 Access	39
2.3.10 No Impediments	39
2.4 Closing Procedure	39
2.4.1 Closing	39
2.4.2 Payment	40
2.5 Public Transit Conditions	40
2.5.1 Budget and Financial Plan	40
2.5.2 Financing	40
2.5.3 Construction Documents	40
2.5.4 Schedules	40
2.5.5 Permits/Approvals	41
2.5.6 CEQA Documents	41
2.5.7 Contractors, Vendors, Suppliers	41
2.6 Phase I Improvements Conditions	41
2.6.1 Budget and Financial Plan	41
2.6.2 Financing	41
2.6.3 Construction Documents	41
2.6.4 Schedules	41
2.6.5 Permits/Approvals	41
2.6.6 CEQA Documents	42
2.6.7 Contractors, Vendors, Suppliers	42
2.6.8 Main Concourse	42
2.6.9 Traffic Study	42
SECTION 3. PHASE I DEVELOPMENT	42
3.1 Development of Phase I and the Phase II Public Parking	42
3.2 RTD Headquarters Commitment	43
SECTION 4. PHASE II DEVELOPMENT	43
4.1 General	43
4.2 Phase II Development	43
4.2.1 Catellus Phase II Commitment	44
4.2.2 Phase II Public Parking	44
4.3 Phase II Budget	48
4.4 Contractors, Vendors, Suppliers	48
4.5 Status Reports to RTD	48
4.6 RTD Approval Rights	48
4.6.1 Phase II Improvements	48
4.6.2 Phase II Public Transit Improvements	49
4.7 Parking/Traffic Flow	49
4.8 Phase II Development Fee	49
4.9 Future Development	49
4.10 Approvals	49
SECTION 5. FINANCING, BUDGET AND COST ALLOCATIONS	50
5.1 General Provisions	50
5.1.1 Independent Financial Decisionmaking	50
5.1.2 Financial Task Force	50
5.1.3 Underwriters and Financial Advisors	50
5.2 Financial Plan	51
5.2.1 Predevelopment Period/Phase I	51
5.2.2 Phase II	51
5.3 Intentionally Deleted	51
5.4 Allocation of Costs	51
5.4.1 Cost Allocations	51
5.4.1.1 Per Trip Allocations	52

	Page
5.4.1.2 Allocation of Vignes Street Realignment Costs	52
5.4.1.3 Alternative Allocations	53
5.4.1.4 Additional Costs	53
5.4.1.5 Later Phase Infrastructure Costs	53
5.4.2 Direct Compensation of Parties	54
5.4.3 Reimbursement From Future Development	54
5.4.4 Union Station Master Plan and Entitlements	55
5.4.5 Tunnel Maintenance	55
5.4.6 Management Areas	55
5.5 Budget Preparation	55
5.5.1 Predevelopment Budget	55
5.5.2 Development Budget Preparation and Update	56
SECTION 6. INTERESTS IN PROPERTY	57
6.1 Ownership and Participation Interests	57
6.1.1 Conditions of Ownership	57
6.1.1.1 Property Ownership	57
6.1.1.2 Relationship of the Parties	57
6.1.2 Phase I Improvements - Income Participation	58
6.1.3 Phase II Improvements - Income Participation	58
6.1.3.1 Income Participation	58
6.1.3.2 Determining Required Phase II Square Footage	59
6.1.4 Phase I Improvements-Equity Participation	59
6.1.4.1 Equity Participation	59
6.1.4.2 Vesting Restrictions	59
6.1.5 Phase II Improvements-Equity Participation	60
6.1.6 Parcel 1 Ground Rent	60
6.1.7 Parcel 2 Ground Rent	60
6.1.8 Escrow of Capital Event Funds	61
6.1.9 Computation and Payment of Income Participation Payment	61
6.1.9.1 Computation	61
6.1.9.2 Payment Procedures	62
6.1.9.3 Accounting Records	62
6.1.10 Computation and Payment of Equity Participation	63
6.1.10.1 Computation	63
6.1.10.2 Payment Procedures	65
6.1.10.3 Accounting Records	66
6.2 Appraisal	66
6.2.1 Appraisal Methodology	66
6.2.2 Phase I Improvements - Formula For Equity Valuation	67
6.2.2.1 Liquidity Option Valuation	67
6.2.2.2 Other Phase I Improvements Valuation	68
6.2.3 Phase II Improvements - Formula For Equity Valuation	68
6.3 Options to Liquidate or Extinguish Interests	68
6.3.1 Phase I Liquidity Option	68
6.3.1.1 Exercise of Option	68
6.3.1.2 Closing Procedure	70
6.3.1.3 Invocation of Right of Extinguishment	70

6.3.2	Right of Extinguishment	70
6.3.2.1	Ability to Exercise	70
6.3.2.2	Valuation	71
6.3.2.3	Retention of RTD Phase II Interest	72
6.3.2.4	Extinguishment Procedure and Effect	72
6.4	Sales or Exchanges Prior to Year Thirty	72
6.4.1	Sale or Exchange of Catellus Phase I Interest	72
6.4.2	Sale or Exchange of RTD Phase II Interest	72
6.4.3	Sale or Exchange to Third Parties of Parcel 1 or Phase I Improvements	72
6.4.3.1	Prior to Vesting Date	72
6.4.3.2	Following Vesting Date	73
6.4.3.3	Following Extinguishment Closing	74
6.4.4	Sale or Exchange to Third Parties of Parcel 2 or Phase II Improvements	74
6.4.4.1	Prior to Vesting Date	74
6.4.4.2	Following Vesting Date	75
6.4.4.3	Following Extinguishment Closing	75
6.4.5	Right of First Offer	75
6.4.6	Right of First Refusal	76
6.5	Extinguishment at Year Thirty	78
6.6	Sale at Year Thirty	78
6.7	Foreclosure, Deed-in-Lieu, Hypothecation	78
6.8	Qualifications of Third Party Purchasers	79

SECTION 7. MARKETING, MANAGEMENT AND LEASING 79

7.1	Marketing	79
7.1.1	Phase I Improvements	79
7.1.2	Phase II Improvements	79
7.2	Management	79
7.2.1	Phase I Improvements	79
7.2.2	Phase II Improvements	79
7.2.3	Management Areas	79
7.3	Leasing	80
7.3.1	Phase I Improvements	80
7.3.2	Phase II Improvements	80
7.3.3	Equity Offers	81
7.3.4	Other Evidence	81
7.3.5	Major Lease Remedies	81

SECTION 8. TERMINATION, DEFAULT AND REMEDIES 81

8.1	Termination of Agreement	81
8.1.1	Party Termination	81
8.1.2	Unavoidable Delay	82
8.1.3	Bad Faith Termination	82
8.2	Events of Default - General	83
8.2.1	Monetary Default	83
8.2.2	Non-Monetary Default	83
8.2.3	Covenants to Perform	83
8.3	Remedies - General	83
8.3.1	Self-Help	83
8.3.2	Injunctive Relief	83
8.4	Catellus Default	84
8.5	RTD Remedies for Catellus Default	84
8.6	RTD Default	84
8.7	Catellus Remedies for RTD Default	85
8.8	Option to Purchase Headquarters Site	85
8.8.1	Phase I Delay	85
8.8.2	Grant of Option	85

8.8.3	Entry onto the Headquarters Site	86
8.8.4	Purchase Price Pursuant to Exercise of Option	86
8.8.5	Preliminary Report	86
8.8.6	Closing Procedure	87
8.8.7	Conditions Precedent to Catellus' Obligation to Close Escrow	87
8.8.8	Assignment of Option	88
8.8.9	Cooperation with Exchange	88
8.9	Mandatory Arbitration	88
8.10	Judicial Reference	88
8.11	Setoff	89
8.12	Remedies Cumulative	89
SECTION 9. PUBLIC TRANSIT USE AREAS AND IMPROVEMENTS		89
9.1	Public Transit Use Areas	89
9.2	Construction, Operation, Maintenance and Repair	90
SECTION 10. EQUAL OPPORTUNITY		90
10.1	Non-Discrimination	90
10.2	Disadvantaged and Women-Owned Business Enterprise Provisions	90
SECTION 11. MISCELLANEOUS		90
11.1	Governmental Requirements	90
11.1.1	Disclosure of Principals	90
11.1.2	Public Works Contract Law	91
11.1.3	Prohibited Interests	91
11.1.4	Covenant Against Gratuity	91
11.1.5	Debarred Interests	91
11.1.6	Compliance With Laws	91
11.1.7	Interest of Members of or Delegates to Congress	91
11.2	Relationship	91
11.3	Successors and Assigns	91
11.4	Entire Agreement	92
11.5	Modification; Waiver	92
11.6	Governing Law and Jurisdiction	92
11.7	Section Headings	92
11.8	Rule Against Perpetuities	92
11.9	Attorneys' Fees	93
11.10	Notices	93
11.11	Severability	93
11.12	Third Parties	93
11.13	Interpretation	94
11.14	Time of Essence	94
11.15	Brokers	94
11.16	Survival; Further Instruments	94

RTD/CATELLUS DEVELOPMENT CORP.
DEVELOPMENT AGREEMENT

Schedule of Exhibits

<u>Exhibit</u>	<u>Document</u>	<u>Reference Sections</u>
A	Post-Closing Site Plan, West Property and Additional Land	Recitals; 1.1; 1.3.2; 2.2.9
A-1	Site A, Site B and Proposed Subdivision . . .	Recitals; 1.1; 1.3.1; 2.2.9; 2.1.13
A-2	Non-Public Transit Parking and Easements . . .	1.1, 1.2.1.2; 1.2.2.2; 1.2.5
A-3	Vignes Street Realignment and Vignes, Ramirez and Lyon Street Vacation	1.3.1; 2.1.14; 2.2.10
A-4	Phase I and Phase II Public Parking Areas . . .	1.1; 1.2.3.2; 4.2.2
B	Preliminary Phase I Project Schedule	1.1; 2.1.11
C-1	Draft Predevelopment Budget	1.1; 5.5.1
C-2	Preliminary Phase I Budget (Schematic design stage)	2.1.8.1; 5.5.2
D-1	Terms of Public Transit Use Agreement	Recitals; 1.1; 2.2.16
D-2	Public Transit Use Areas	1.1; 1.3.2; 2.2.16; 9.1
D-3	Public Transit Improvements	1.1; 1.2.3.1; 2.2.16; 9.1
E	Work Plans	1.1; 2.1.10
F	Construction Management Agreement	1.1; 2.2.20; 3.1
G	Closing Requirements	1.1; 2.4.1
H-1	RTD -- Compliance with Laws	2.3.3
H-2	Catellus -- Compliance with Laws	2.3.3
I-1	RTD -- Governmental Actions/Pending Condemnations	2.3.4; 2.3.5
I-2	Catellus -- Governmental Actions/ Pending Condemnations	2.3.4; 2.3.5
J-1	RTD -- Existing Leases/Title Reports	1.3.1; 2.3.6
J-2	Catellus -- Existing Leases/Title Reports . . .	1.3.1; 2.3.6
K-1	RTD -- Existing Service Contracts	2.3.6
K-2	Catellus -- Existing Service Contracts	2.3.6
L-1	RTD -- Existing Commitments	2.3.7

<u>Exhibit</u>	<u>Document</u>	<u>Reference Section</u>
L-2	Catellus -- Existing Commitments	2.3.7
M-1	Sample Calculation of Income Participation Payment	6.1.3.2; 6.1.9.1(a)
M-2	Sample Calculation of Equity Participation Payment	6.1.5; 6.1.10.1(c); 6.1.10.2
M-3	Sample Calculation of Valuation of Tax-Exempt Financed Space/Net Residual Value	6.1.6; 6.2.2.1
M-4	Sample Calculation of Minimum RTD Phase II Interest	1.1
M-5	Deemed Ground Rent Accrual for Disapproved Major Leases	6.1.7
M-6	Extinguishment Valuation	6.3.2.2(a)
N	Initial List of Approved Appraisers	6.2.1
O-1	Document Regarding DBE Program for RTD	2.5.7; 2.6.7; 10.2
O-2	DBE Opportunity Criteria List	2.5.7; 2.6.7 10.2
P-1	Form of Grant Deed to RTD	1.1; 2.4.1; Ex. G
P-2	Form of Grant Deed to Catellus	1.1; 2.4.1; Ex. G
Q	Liquidity Option Note	1.1; 6.3.1.2
R	Memorandum of Development Agreement	2.4.1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, dated as of October 30, 1991 (the "effective date"), is by and between THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a California public corporation and CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation.

Recitals, Objectives and Process Overview. This Agreement is entered into with reference to certain facts and objectives and with process overview generally as follows:

A. RTD and Catellus (unless otherwise provided, all capitalized terms are defined in Section 1) are respectively the fee owners of certain adjacent parcels of real estate, or substantial portions thereof, located in the City of Los Angeles, County of Los Angeles, State of California, and more particularly described in Exhibit A-1 (unless otherwise provided, all "Exhibits" referenced are attached to and made a part of this Agreement).

B. The real property described in Paragraph A above (the "Site") is currently divided with respect to ownership into two parcels, comprising an approximately 2.62 acre site predominantly owned in fee by RTD and shown on Exhibit A-1 as Site A ("Site A") and an approximately 3.94 acre site owned in fee by Catellus and shown on Exhibit A-1 as Site B ("Site B"). Catellus is the owner of certain adjacent parcels of land, including the West Property and portions of the Additional Land, as more particularly shown on Exhibit A.

C. The Parties contemplate (1) reconfiguring the Site into two parcels as indicated on Exhibit A-1 and described in Section 2.1.13 (unless otherwise provided, all "Section" references are to this Agreement) by means of conforming the same with applicable Subdivision requirements to create two parcels hereinafter called Parcel 1 and Parcel 2 as shown on Exhibit A and (2) ascertaining the availability of acquiring those portions of the Additional Land not currently owned by Catellus. Thereafter, the Parties shall (i) exchange fee ownership of certain portions of the existing parcels; (ii) transfer from Catellus to RTD certain Public Transit Easements in portions of Parcel 2, the West Property and the Additional Land, (iii) establish rights to and restrictions on use of the Public Transit Use Areas; and (iv) after completing certain predevelopment tasks as further set forth herein, construct on portions of such parcels or elsewhere as the case may be, in phases, various improvements including (a) a headquarters office facility for RTD; (b) one or more additional government/commercial office building(s) to be leased to tenants; (c) service retail and ancillary facilities; (d) various Public Transit Improvements; (e) access to the Tunnel and Metro Rail entrances; and (f) portions of an underground pedestrian causeway, together with On-Site Improvements and Off-Site Improvements contemplated in connection therewith, all so as to create a first-rate commercial/governmental 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 Union Station.

D. The Parties, having determined to develop the Site, and portions of the West Property and the Additional Land as provided above, have entered into this Agreement in order to set forth the process by which (i) exchange of the parcels, (ii) design, construction, financing, use and maintenance of the Project, (iii) acquisition by RTD of certain Public Transit Easements and certain portions of the Additional Land not currently owned by Catellus, (iv) creation of rights and restrictions on use with respect to the Public Transit Use Areas and (v) grant of various access rights with respect to the Public Transit Improvements, the Tunnel, the East Portal and the West Entrance to Metro Rail shall be carried out; subject, however, to the Parties' mutual satisfaction of the matters constituting conditions to Closing and construction

set forth in this Agreement. The Parties have simultaneously executed a Right of Entry Agreement governing access by each Party to property owned by the other for purposes of physical site and environmental investigation.

E. As soon as practicable following execution of this Agreement, the Parties shall form Union Station Gateway Inc., a California not-for-profit corporation ("Gateway"). Thereafter, RTD, as owner, shall enter into the Design and Construction Agreement with Gateway, as design/builder, for the purpose of causing design and construction of the Phase I Improvements, the Phase I Public Transit Improvements and, unless otherwise requested by RTD, the Phase II Public Parking. Thereafter, in order to further development of the aforesaid, Gateway shall enter into, *inter alia*, (i) a Construction Management Agreement with Catellus which shall establish the duties of Catellus as construction manager and (ii) a contract with RTD which shall establish the duties of RTD as a consultant to Gateway.

F. The Parties, upon execution of this Agreement, shall commence performance of certain preconstruction tasks described in Section 2, which are to be carried out during the Predevelopment Period. At the point within the Predevelopment Period at which all Closing Conditions described in Section 2 have been satisfied or are duly waived, the Parties shall open Escrow and proceed to Closing. At Closing, the Subdivision map (or other mechanism for reconfiguration of the parcels on the Site into Parcel 1 and Parcel 2) shall be recorded and RTD and Catellus shall, by execution of Grant Deeds containing use restrictions and rights of access as agreed by the Parties, exchange the fee interests in Site A and Site B as reconfigured pursuant to the Subdivision (and thereafter referred to as Parcel 1 and Parcel 2). Simultaneously, at Closing, the Parties shall (a) enter into and record a Public Transit Use Agreement as described in Section 9 and Exhibit D-1, together with exhibits thereto required pursuant to Section 9.1, by which certain Public Transit Easements shall be created in the Public Transit Use Areas and granted to RTD, the management, operation, use, construction, repair and maintenance of which (together with the remainder of the Public Transit Use Areas) are described herein and in the Public Transit Use Agreement, (b) enter into and record a Tunnel Access Agreement and (c) approve as to form a Reciprocal Easement and Operating Agreement ("REOA") which at Closing shall be placed into escrow with a mutually acceptable custodian, to be executed and recorded against the Site, the Additional Land and the West Property (pursuant to instructions delivered therewith) upon certification of CEQA documents with respect to the Phase I Improvements and the Phase II Improvements. Upon recordation, the REOA shall automatically supersede the access rights and the use restrictions specified to be so superseded in the Grant Deeds.

G. Upon satisfaction or waiver of the Public Transit Conditions (Section 2.5) (which is anticipated to occur on a date later than the Closing Date), Gateway shall proceed to cause the Phase I Public Transit Improvements (and unless otherwise requested by RTD, the Phase II Public Parking) to be designed and constructed upon Parcel 1, Parcel 2, the Additional Land and the West Property as further set forth herein and in the Design and Construction Agreement. Upon satisfaction or waiver of the Phase I Improvements Conditions (Section 2.6) (which is anticipated to occur following satisfaction or waiver of the Public Transit Conditions), the Predevelopment Period shall terminate and Gateway shall proceed to cause the Phase I Improvements to be designed and constructed upon Parcel 1 in accordance with the Design and Construction Agreement. The Management Areas shall be operated and managed by the Parties as further set forth herein and in the Property Management Agreement ("PMA"). Following completion of construction, it is the intent of the Parties that Catellus be the initial Operator of Phase I pursuant to the PMA and other Management Documents.

H. At a later date or concurrently with the development of Phase I, as Catellus may elect in its sole discretion, and subject to the acquisition by the Parties of the Additional Land as set forth herein, Catellus may develop the Phase II Improvements upon Parcel 2, as further set forth herein. To the extent it determines not to construct such improvements concurrently with Phase I, RTD shall have the right to construct certain Phase II Public Transit Improvements upon the Public Transit Use Areas, either concurrently with the Phase II Improvements or otherwise, subject to further requirements as set forth herein. Development, construction and operation of Phase II shall be carried out in accordance with Section 4.

I. Phase I and Phase II shall be financed and costs thereof allocated between the Parties in accordance with the Financial Plan, the Cost Allocations and the Budgets, as more fully described in Section 5.

J. Catellus is to retain certain economic interests in Phase I, and RTD in Phase II, all subject to vesting, extinguishment and sale as more particularly set forth in Section 6. Responsibilities for management, marketing and leasing of Phase I and Phase II are described in Section 7. Termination, defaults and remedies are described in Section 8. Section 9 establishes the parameters of the Public Transit Use Agreement. Section 10 sets forth the equal opportunity criteria which shall guide the planning and development of Phase I and the Public Transit Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

SECTION 1. SUBJECT OF THE AGREEMENT

1.1 Definitions.

"Additional Costs" shall have the meaning ascribed to it in Section 5.4.1.4.

"Additional Land" shall mean (i) any property currently in the alignment of the portion of Vignes Street east of the Site, (ii) any property to the east of the current Vignes Street right-of-way which shall, upon realignment, become part of the Vignes Street right-of-way, and/or (iii) the triangularly shaped property currently owned by Catellus to the east of the property described in clause ii, all as set forth on Exhibit A. Ownership of the Additional Land shall be determined in accordance with Sections 1.3 and 2.1.14 of this Agreement. With respect to the property described in clauses (ii) and (iii) above and owned by Catellus, Catellus shall at Closing, at no cost to RTD, provide a Public Transit Easement to RTD permitting RTD to construct Phase II Public Transit Improvements subjacent to and access to such parking on the surface of such property. The areas of the Additional Land in which the Public Transit Easements are located shall be Public Transit Use Areas.

"Affiliate" shall mean (a) with respect to Catellus, (i) any fifty-one percent (51%) or more owned subsidiary of Catellus or (ii) any other organization or entity under the same control as Catellus; and (b) with respect to RTD, (i) any Governmental Authority taking over all or a substantial portion of RTD's transit-related duties or providing substantial funding to the Project, (ii) any organization or entity under the same control as RTD or (iii) any fifty-one percent (51%) or more owned subsidiary of RTD.

"Agreement" shall mean this Development Agreement.

"Appraisal" shall mean an appraisal conducted in accordance with the appraisal procedures set forth in Section 6.2.1 and applying the appraisal methodologies set forth in Section 6.2 unless otherwise indicated.

"Arbitration" shall mean a proceeding in arbitration between the Parties and shall be conducted in accordance with the rules described in Section 8.9.

"Architect" shall mean one or more individual(s) or firm(s) licensed to practice architecture in the State of California. With respect to Phase I, the Architect shall be selected by Gateway.

"Bona Fide Third Party Purchaser" shall mean a "bona fide" third party purchaser (or proposed purchaser) for value acting in good faith. A purchaser shall be deemed "bona fide" if and only if the purchaser is not acting in concert with the selling Party in connection with another transaction from which the non-selling Party is to receive no benefit.

"Budget" shall mean the mutually agreed upon aggregate estimated Project Costs incurred or to be incurred and financed: in the case of Predevelopment Costs, during the Predevelopment Period and including previously incurred costs; in the case of Phase I costs, during the Predevelopment Period through occupancy by RTD of the Phase I Improvements; and in the case of Phase II costs, during the Phase II predevelopment and development periods, in each instance including public relations costs, and covering costs commencing at the conceptual design stage through construction, tenant improvement, preleasing, marketing and operation, as applicable. The Parties shall divide overall Project Costs into specific categories and line items, including (a) the Predevelopment Budget; (b) the Phase I Budget (consisting of the Phase I Improvements Budget, the Phase I Public Transit Budget and the Phase I Infrastructure Budget); (c) the Public Transit Budget (divided further into the Phase I Public Transit Budget and the Phase II Public Transit Budget); (d) the Phase II Budget (consisting of the Phase II Improvements Budget, the Phase II Public Transit Budget and the Phase II Infrastructure Budget); (e) the On-Site Infrastructure Budget and the Off-Site Infrastructure Budget (collectively, the Infrastructure Budget, which shall be further divided into the Phase I Infrastructure Budget and the Phase II Infrastructure Budget); and (f) the acquisition Budget. Hard and soft construction costs shall be specifically identified, as applicable at various stages, by (i) unit, system, component, labor, material, overhead and profit costs; (ii) leasing, management, development and operational costs; (iii) tenant improvement, furnishing, fixtures and equipment costs; and (iv) financing costs and contingencies. The cost over the estimated useful lives of acquisition, construction, operation, maintenance and replacement of the building systems and materials to be used for the Project shall also be identified and with respect to Phase I and the Phase II Public Transit Improvements, such cost analysis shall be utilized in decisionmaking regarding selection of building systems and materials. Preparation of the described Budgets shall be required in connection with assessing design feasibility, evaluating bids, obtaining financing, negotiating for contract services and materials, and other activities to be determined by the Parties. For all Budgets, to the extent that a prior expenditure has been allocated pursuant to Section 5 to a particular Budget through the Cost Allocations, the amount so allocated shall be included in said particular Budget.

"Capital Event" shall mean with respect to any portion of the Phase I Improvements or the Phase II Improvements, any sale, conveyance, transfer or exchange to any person or entity which is not an Affiliate including those sales, conveyances, transfers or exchanges described in Sections 6.1.10.1, 6.4.3 and 6.4.4; a total condemnation or a partial condemnation giving rise to an award in excess of the amount required or in fact used to restore the balance of the affected improvements; a casualty giving rise to insurance proceeds in excess of the amount required or in fact used to restore the casualty in question; a refinancing of any Qualifying Loan; the exercise by Catellus of the Liquidity Option; and the exercise by Catellus or RTD of the Right of Extinguishment.

"Capitalization Rate" shall mean the capitalization rate determined by Appraisal (using the direct or comparative sales method) applied within one year prior to the date of sale, exchange or other disposition comprising the applicable Capital Event.

"Catellus" shall mean CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation (formerly known as Santa Fe Pacific Realty Corporation), and its successors and assigns.

"Catellus Default" shall mean any default or breach by Catellus, after giving effect to the cure period provided therefor, of any of its obligations contained in this Agreement, including specifically those items set forth in Section 8.4.

"Catellus Phase I Interest" shall mean the interest of Catellus relating to Phase I as described in Section 6.1.4.

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

"Certificate of Substantial Completion" shall mean a certificate of substantial completion of the core and shell of the improvements then under construction, issued by the Architect.

"Change in Circumstance" shall mean any material change in facts or circumstances relating to or affecting satisfaction or waiver of Closing Conditions and occurring at any time after the satisfaction or waiver of such condition and prior to Closing.

"City" shall mean the City of Los Angeles, California.

"Closing" shall mean the simultaneous transfer of (a) fee title to (i) Parcel 1 and (ii) the Public Transit Easements, to RTD, and (b) fee title to Parcel 2 to Catellus and the payment of the Closing Price by RTD to Catellus.

"Closing Conditions" shall mean those conditions to Closing set forth in Section 2.2.

"Closing Date" shall mean the date chosen by the Parties upon which Closing shall take place.

"Closing Price" shall be the sum of Eleven Million Three Hundred Forty-One Thousand Dollars (\$11,341,000) due from RTD to Catellus at Closing.

"Closing Requirements" shall mean those conditions to Closing set forth in Exhibit G.

"Competing Project" shall have the meaning ascribed to it in Section 4.2.1.

"Constant Dollars" shall mean the value in the month and year specified herein of the amount specified, using as an index 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. In the event the above described index shall terminate, the Parties shall select a reasonably similar index for measurement of the Consumer Price Index.

"Construction Documents" shall mean those final architectural plans, specifications, and related documents required to prepare contracting bids in advance of construction.

"Construction Management Agreement" shall mean that certain agreement in the form and substance of Exhibit F to be

executed by and between Gateway and Catellus governing the construction management obligations of Catellus with respect to construction of Phase I and, unless otherwise requested by RTD, the Phase II Public Parking.

"Cost Allocations" shall mean a document or documents forming part of the Financial Plan, consisting of (i) a mutually acceptable methodology for allocating the Additional Costs, Infrastructure Costs, Subdivision costs and such other Project-related costs as the Parties may agree in accordance with Section 5.4.1 to the various improvements to be constructed on the Site, the Additional Land and the West Property (whether allocated by square or linear footage, number of trips or otherwise) and (ii) a list of the Budget or construction items, to the extent reasonably determinable, which can properly be allocated pursuant to each agreed upon methodology. The Cost Allocations shall be established in accordance with Section 5.4.

"Debt Service Amounts" shall mean all sums, including interest and principal in fact paid with respect to any Qualifying Loan, and shall not include voluntary prepayments of principal (except in connection with a refinance), late charges or other payments attributable to the failure to render timely performance of any obligation under the Qualifying Loan in question, or any sum paid or accruing prior to Closing.

"Decision Date" shall mean the date which is thirty (30) days after the earlier to occur of (i) the date of rejection by a Party having the Right of First Refusal of any Third Party Notice delivered to it with respect to any Interest or (ii) the last date when exercise of the Right of First Refusal by such Party is permitted with respect to that Interest.

"Deemed Ground Rental Amount" shall mean in any given year twelve percent (12%) multiplied by the Land Value. No Deemed Ground Rental Amount shall apply with respect to either the Public Transit Improvements or the Public Transit Use Areas.

"Default Rate" shall mean the Prime Rate in effect from time to time plus four (4) percentage points.

"Design and Construction Agreement" shall mean that certain agreement to be executed by and between Gateway and RTD by which RTD, as owner, shall retain Gateway, as design/builder, for the purpose of causing design and construction of Phase I and, unless otherwise requested by RTD, the Phase II Public Parking, as further described therein.

"Design Development Documents" shall have the meaning ascribed to it by the standards of the American Institute of Architects (AIA).

"Design Guidelines" shall mean those architectural design guidelines governing the view corridors, density, bulk, height, location, setback and use (s.g., placement of service entrances) of improvements to be constructed on the Site, the Additional Land and the West Property and shall be attached as an exhibit to the REOA.

"Design Team" shall mean the Architect, the engineers and related architects and consultants having design and construction review responsibilities with respect to the Project. With respect to Phase I, the Design Team shall be selected by Gateway in accordance with the Design and Construction Agreement. With respect to Phase II, RTD shall approve a short list of architects, engineers and consultants submitted by Catellus, from which Catellus shall select the Phase II Architect and Design Team.

"Development Documents" shall mean this Agreement, the Design and Construction Agreement, the Construction Management

Agreement, the Grant Deeds, the REOA, the Tunnel Access Agreement, the Public Transit Use Agreement, the Right of Entry Agreement, the PMA and the Remediation Agreement, if it so provides.

"Easement" shall have the meaning ascribed to it in Section 8.8.2.

"East Portal" shall mean that portion of the Metro Plaza Site upon which the east portal of the Tunnel and the east entrance to that certain Metro Rail tunnel located subjacent to the Site are presently or are to be constructed (as shown on Exhibit A-1 and Exhibit D-3) including land and existing or proposed improvements located thereon. The East Portal shall be a part of the Public Transit Improvements.

"Engineering News Record Cost Index" shall mean the current national Construct Cost Index, 20 cities average (1913 = 100) as published in Engineering News Records by McGraw-Hill Publishing Company of New York, New York.

"ERN" shall mean that certain Exclusive Right to Negotiate Agreement by and between RTD and Catellus dated February 11, 1991, as amended.

"Escrow" shall mean that certain escrow account to be opened by the Parties with a qualified escrow agent licensed to do business in the State of California and mutually agreed to by the Parties.

"Escrow Agent" shall have the meaning ascribed to it in Section 2.4.1.

"Event of Default" shall have the meaning ascribed to it in Section 8.2.

"Extinguishment Closing" shall have the meaning ascribed to it in Section 6.3.2.4.

"Extinguishment Date" shall have the meaning ascribed to it in Section 6.3.2.1.

"Extinguishment Notice" shall have the meaning ascribed to it in Section 6.3.2.1.

"Extinguishment Notice Date" shall have the meaning ascribed to it in Section 6.3.2.1.

"Financial Plan" shall have the meaning ascribed to it in Section 5.2.

"Financial Task Force" shall have the meaning ascribed to it in Section 5.1.2.

"Gateway" shall mean Union Station Gateway Inc., a California not-for-profit corporation to be formed by Catellus and RTD for the purpose of causing design and construction of Phase I and, unless otherwise requested by RTD, the Phase II Public Parking.

"Grant Deeds" shall mean those certain executed and acknowledged grant deeds, respectively executed by RTD in favor of Catellus with respect to the portions of Parcel 2 owned by RTD, in the form and substance of Exhibit P-2, and by Catellus in favor of RTD with respect to the portions of Parcel 1 owned by Catellus, in the form and substance of Exhibit P-1, by which the transfer at Closing of fee title to and certain access easements and use restrictions on Parcel 1 and Parcel 2 (as depicted on Exhibit A-2) shall be carried out, together with such other instruments as may be required to create easements (including access and service easements as depicted on Exhibit A-2) and use restrictions over those portions

of Parcel 1 and Parcel 2 not exchanged by the Parties which easements and use restrictions shall be in the form and substance of Schedule B and Schedule C attached to and forming part of Exhibits P-1 and P-2.

"Governmental Authorities" shall mean all federal, state, county, municipal and local governmental and quasi-governmental bodies and authorities having or exercising jurisdiction over the Parties, the Site, the Additional Land, the West Property or such portions thereof as the context indicates.

"Headquarters Site" shall mean that certain real property, as the same is contemplated to be expanded by inclusion of a portion of the Additional Land, and an easement on a portion of the West Property as shown on Exhibit A-2, constituting a portion of Parcel 1, more fully identified on the map attached as Exhibit A-1, upon which the Phase I Improvements may be constructed.

"Income Participation Payments" shall mean the income participation payments distributed with respect to Phase II, computed in accordance with Section 6.1.9.1 and from which RTD is entitled to receive a portion pursuant to Section 6.1.3.

"Infrastructure Budget" shall mean the mutually agreed upon budget of the aggregate capital costs (including interest) of the On-Site Infrastructure and the Off-Site Infrastructure, and a breakdown including each of the categories listed below. The Infrastructure Budget shall include Infrastructure "hard costs"; construction and construction management expenses; Design Team fees and costs; legal fees; public relations costs, pre-opening expenses, administration and equipment expenses; environmental assessment and entitlement fees and costs; development fees; permit and appraisal fees; and financing costs and expenses. The Infrastructure Budget shall be further broken down into the On-Site Infrastructure Budget and the Off-Site Infrastructure Budget.

"Infrastructure Costs" shall have the meaning ascribed to it in Section 5.4.1.

"Institutional Lender" shall mean any bank, savings and loan institution, pension fund, life insurance company, equipment leasing company, finance company, investment bank or other similar domestic or foreign entity having assets in excess of two billion dollars (\$2,000,000,000.00).

"Interest Differential Amount" shall be, for each calendar year, the amount, if any, by which the accrued interest on any Qualifying Loan in that calendar year exceeds the interest required to be paid thereon during that calendar year.

"Irrevocable Liquidity Option Date" shall have the meaning ascribed to it in Section 6.3.1.1.

"JMC" shall mean the Joint Management Council established pursuant to the Management Documents and shall be the governing body of the Management Areas. The JMC shall be composed of representatives of RTD and Catellus.

"Land Value" shall mean (for purposes of this Agreement including for calculating Deemed Ground Rental Amount and with respect to Section 6.1.10.1) in any given year the number of Rentable Square Feet actually constructed at the time of calculation, times Thirty Dollars (\$30) inflated forward from the earlier of (i) the Phase I Move In Date or (ii) January 1, 1995, at an annual rate of five percent (5%) compounded annually. If, however, as of January 1, 1995, the Phase I Move In Date has not occurred and a Catellus Default under this Agreement and related to construction of Phase I has delayed construction of Phase I for a total period in excess of six (6) months, the date specified in clause (ii) above shall be extended for a period of 180 days for

each 180 days or portion thereof during which any Catellus Default exists.

"Lead Agency" shall have the meaning ascribed to it in CEQA, Section 21067.

"Leasing Criteria" shall mean those fair market criteria with respect to leasing of the Phase II Improvements to be approved by the Parties, as amended in accordance with Section 7.3.2 from time to time as market conditions with respect to leasing of similar improvements undergo change.

"Liquidity Closing" shall have the meaning ascribed to it in Section 6.3.1.2.

"Liquidity Closing Date" shall mean the date upon which the Parties intend that the Liquidity Closing shall occur.

"Liquidity Initial Notice Date" shall have the meaning ascribed to it in Section 6.3.1.1.

"Liquidity Option" shall have the meaning ascribed to it in Section 6.3.1.1.

"Liquidity Option Initial Notice" shall have the meaning ascribed to it in Section 6.3.1.1.

"Liquidity Option Note" shall mean that certain promissory note, in the form and substance of Exhibit Q, which RTD may deliver to Catellus in accordance with Section 6.3.1.2.

"Main Concourse" shall mean that certain pedestrian linkage over or around the train yard between the Site and the easterly side of the Union Station terminal building to be constructed, if at all, by Catellus as part of the Project, subject to a study concerning the timing and feasibility of marketing, financing and construction of the Main Concourse, all as more particularly described in Section 1.2.4.1.

"Major Contract" shall mean any contract with respect to the Project requiring expenditure in excess of One Million Dollars (\$1,000,000), whether for services or materials.

"Major Lease" shall mean a proposed final execution copy of a lease agreement for all or a portion of the Phase I Improvements or the Phase II Improvements with a potential tenant desiring to lease more than 100,000 Rentable Square Feet, whether contiguous or not. Any lease containing an option, exercisable prior to the eighth (8th) anniversary of the Vesting Date, which would permit the tenant thereunder to exceed said Rentable Square Footage, shall be deemed a Major Lease.

"Management Areas" shall mean collectively (i) the Public Transit Use Areas and (ii) common areas located in Phase I (including the East Portal), Phase II, the Additional Land, the West Property and other pertinent areas (including retail common areas), over which Catellus and RTD shall agree that the JMC have authority.

"Management Documents" shall mean those reports, standards, plans, understandings and agreements produced from financial projections, negotiations, designs or other related activities to be negotiated and agreed to by the Parties, creating and addressing the authority of the JMC, Management Standards, Management Areas, terms and conditions of the PMA, procurements of the Operator and other pertinent property management concerns, as more particularly addressed in Sections 2.1.21 and 7.2.3.

"Management Standards" shall mean those certain high standards of operational management of the Management Areas to be negotiated and agreed to by the Parties, as may be amended from time

to time, governed by the JMC, incorporated in the PMA and implemented by the Operator. The Management Standards shall include special standards of operational management and security applicable to the operations of the public transit system and facilities. The Management Standards shall be incorporated in the REOA and all owners and operators within the Management Areas shall be required, at a minimum, to conform to said standards.

"Master Plan" shall mean that certain master plan being developed and to be proposed as a specific plan or as the underlying planning document in connection with zoning and general plan approvals for Union Station and other adjacent property within the Alameda District in the City.

"Metro Plaza" shall mean that certain landscaped and art-scaped on-site roadway and pedestrian system to be constructed on Parcel 1 (or a subdivided portion thereof) as shown in the Work Plans, and to be used primarily for drop-off and boarding of buses and other vehicles by passengers and Project users, for bus layover and for ingress and egress to the Public Transit Improvements and the Project. The Metro Plaza shall be a part of the Public Transit Improvements.

"Metro Plaza Site" shall mean that certain real property constituting a portion of Parcel 1, more fully identified on the map attached as Exhibit A-1, upon which the Metro Plaza, the East Portal and certain other Public Transit Improvements may be constructed.

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

"Metro Rail EIS" shall mean the Final Environmental Impact Statement for the Los Angeles Rail Rapid Transit Project, Metro Rail, U.S. Dept. of Transportation, Urban Mass Transportation Administration and RTD, dated December, 1983, as supplemented by the Supplemental Environmental Impact Statement/Subsequent Environmental Impact Report of the same parties, dated July 1989, each incorporated herein by reference.

"Minimum RTD Phase II Interest" shall be applicable only upon vesting of the RTD Phase II Interest pursuant to Sections 6.1.3 and 6.1.5 and only with respect to the Required Phase II Square Footage. The Minimum RTD Phase II Interest shall have (and shall be the sum of) an equity component and an income component. The equity component shall consist of RTD's equity participation payment for the portion of the improvements sold or exchanged (as computed pursuant to Section 6.1.5). The income component shall consist of the amount, if any, derived by computing the discounted value of RTD's portion of the Income Participation Payments (determined in accordance with Section 6.1.3) which would be due from the date of sale or exchange of such portion through the balance of the eight (8) year period commencing upon the Vesting Date, after deducting therefrom an amount of interest projected to be earned by RTD on the proceeds of such early sale or exchange through the balance of such eight (8) year period. The interest to be deducted shall be calculated by multiplying the sale or exchange proceeds by the interest rate (referred to in Exhibit M-4 as the reinvestment rate) on ten-year Treasury Bonds in effect on the date of sale or exchange of the Phase II Improvements. The discount rate applied in reaching said discounted value shall be equal to the reinvestment rate. In no event shall the discounted value of RTD's portion of the Income Participation Payments so calculated be less than zero. Sample calculations of the Minimum RTD Phase II Interest are shown in Exhibit M-4.

"Net Operating Income" shall have the meaning ascribed to it in Section 6.1.9.1(b).

"Off-Site Infrastructure" shall mean those certain off-Site street and freeway interchange realignments including the contemplated Vignes Street realignment, landscape and hardscape and other off-Site, Project-related improvements to be constructed as part of the Project. Off-Site Infrastructure shall not include the Main Concourse or the Ramirez Street Overpass.

"Off-Site Infrastructure Costs" shall mean those capital costs (including interest) associated with Off-Site Infrastructure improvements and shall be allocated pursuant to the Cost Allocations set forth in the Financial Plan and reimbursed as Infrastructure Costs.

"On-Site Infrastructure" shall mean those certain public improvements including sidewalks, pedestrian access, roads and stairways other than the Public Transit Improvements to be constructed on the Site.

"On-Site Infrastructure Costs" shall mean those capital costs (including interest) associated with On-Site Infrastructure improvements and shall be allocated pursuant to the Cost Allocations set forth in the Financial Plan and reimbursed as Infrastructure Costs.

"Operating Shortfalls" shall mean funds contributed by either Party in the event that Net Operating Income is insufficient to meet Debt Service Amounts or the expenses referred to in Section 6.1.9.1(b). Interest on Operating Shortfalls shall be the cost to the Party owning the property upon which the improvements are located of such Party's working funds to finance such shortfalls plus one (1) percentage point. In the event the non-owning Party's cost of working funds is less than the owning Party's cost of working funds, the non-owning Party may, at its election, provide replacement funding for the Operating Shortfalls. In that event, interest on Operating Shortfalls shall be at the non-owning Party's cost of working funds plus one (1) percentage point.

"Operator" shall mean that certain contractor responsible to the JMC under the provisions of the PMA for the day-to-day management and maintenance of the Management Areas in conformance with the Management Standards. It is the intent of the Parties that Catellus shall be the initial Operator except with respect to operational services and security in connection with the public transit system and ancillary transit facilities such as, by way of example only, security, dispatch and transit information displays which may be specifically reserved by RTD to itself or another operator.

"Option" shall have the meaning ascribed to it in Section 8.8.2.

"Option Closing" shall have the meaning ascribed to it in Section 8.8.6.

"Parcel 1" shall mean that certain real property to be owned in fee by RTD immediately after Closing, and consisting of approximately 4.33 acres of land adjacent to Union Station in the City (and comprised of the Headquarters Site and the Metro Plaza Site), more fully identified on the map attached as Exhibit A, as the same is contemplated to be expanded by inclusion of a portion of the Additional Land, upon which Phase I construction may take place.

"Parcel 2" shall mean that certain real property to be owned in fee by Catellus immediately after Closing, consisting of approximately 2.23 acres of land adjacent to Union Station in the City, more fully identified on the map attached as Exhibit A, as the same is contemplated to be expanded by inclusion of a portion of the Additional Land, upon which Phase II, certain Public Transit Improvements and further building development may take place.

"Parcel 2 Public Parking Area" shall have the meaning ascribed to it in Section 1.2.3.2.

"Party" or "Parties" shall mean RTD and Catellus, individually or collectively.

"Permitted Exceptions" shall have the meaning ascribed to it in Section 2.2.3.2.

"Phase I" shall mean that phase of the Project which the Parties intend (but shall not be obligated) to construct prior to Phase II, to be developed in accordance with the provisions of the Design and Construction Agreement on Parcel 1, portions of Parcel 2 and the Public Transit Use Areas and shall include the Phase I Improvements and the Phase I Public Transit Improvements, each as more fully described in Sections 1.2.1 and 1.2.3.

"Phase I Budget" shall mean the budget prepared by aggregating the Phase I Improvements Budget, the Phase I Public Transit Budget and the Phase I Infrastructure Budget.

"Phase I Improvements" shall mean those improvements to be constructed on Parcel 1 consisting of RTD's headquarters office facility, containing no less than 545,000 Rentable Square Feet (or such other Rentable Square Footage as may be agreed to in writing by the Parties or indicated pursuant to the Construction Documents) together with associated parking and any required On-Site Infrastructure and Off-Site Infrastructure ancillary thereto, but exclusive of Public Transit Improvements. The Phase I Improvements shall be owned by RTD, subject only to the Catellus Phase I Interest and certain easements to be granted by RTD to Catellus in the Grant Deeds in respect of access (including service access) rights as more particularly shown in Exhibit A-2.

"Phase I Improvements Budget" shall mean the mutually agreed upon budget of the aggregate capital costs (including interest) of the Phase I Improvements (including the Additional Costs of the Public Transit Improvements) and a breakdown including each of the categories listed below. The Phase I Improvements Budget shall include Phase I Improvements "hard costs"; Subdivision costs; allocated On-Site Infrastructure Costs; allocated Off-Site Infrastructure Costs; construction and construction management expenses; Design Team fees and costs; legal fees; lease-up expenses (such as leasing commissions, legal costs for leasing and tenant concession packages), public relations costs, pre-opening expenses, administration and equipment expenses; furnishings, fixtures and equipment as designated by RTD to be obtained by Gateway pursuant to the Design and Construction Agreement for the Phase I Improvements; environmental assessments and entitlement fees and costs; development fees; permit and appraisal fees; and financing costs and expenses. The Phase I Improvements Budget shall also provide for reserve or contingency funds to be used to cover the additional rental and related relocation and tenant improvement expenses which shall become due and payable to RTD if the Phase I Improvements are not completed in accordance with the final Project Schedule agreed to by RTD and Gateway pursuant to the Design and Construction Agreement.

"Phase I Improvements Conditions" shall mean those conditions to commencement of construction of the Phase I Improvements set forth in Section 2.6.

"Phase I Improvements Construction Start Date" shall mean the date on which demolition, excavation or grading activity on the Site relating to the Phase I Improvements is commenced following issuance by Gateway of a "Notice to Proceed" (as defined in the Design and Construction Agreement) to the contractor with respect to such improvements.

"Phase I Move In Date" shall mean the earlier of (a) the date upon which the portion of the Phase I Improvements which RTD initially intends to occupy is ready for occupancy by RTD and use for RTD's normal headquarters operations, subject to punch list items or (b) that date which is six (6) months after the date of issuance of a Certificate of Substantial Completion for the Phase I Improvements, except that the foregoing shall not be construed to permit any party to cease its obligations to RTD with respect to construction of the Phase I Improvements.

"Phase I Public Parking" shall mean that certain number of parking spaces (not to exceed 2500) as shown on Exhibit D-3, together with ramps for ingress and egress, revenue control equipment, elevators, stairwells and other machinery, fixtures and improvements necessary or convenient for proper operation of a parking facility, to be constructed in the Phase I Public Parking Area as part of Phase I construction.

"Phase I Public Parking Area" shall mean the portions of Parcel 1, Parcel 2 and the West Property upon which the Phase I Public Parking shall be constructed, as more particularly shown on Exhibit A-4. Catellus shall grant to RTD, simultaneously with Closing or otherwise as described in Sections 2.1.14 and the Public Transit Use Agreement, a Public Transit Easement permitting location of the Phase I Public Parking thereon.

"Phase I Public Transit Improvements" shall mean those Public Transit Improvements (including the Phase I Public Parking) comprising part of Phase I (more particularly described and depicted on Exhibit A-4 and Exhibit D-3) to be constructed on Parcel 1, Parcel 2, the West Property and, with respect to the Ramirez Street Overpass only, on the Additional Land (as described in Sections 1.2.3, 1.2.3.1 and 1.2.3.2) prior to or concurrently with construction of the Phase I Improvements.

"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, the Phase II Public Transit Improvements (to be developed pursuant to Section 3.1 or 4.2.2) and any portion of the South Roadway not constructed as part of Phase I, as more fully described in Sections 1.2.2, 1.2.3.2, 1.2.4.4 and 4.

"Phase II Budget" shall mean the budget prepared by aggregating the Phase II Improvements Budget, the Phase II Public Transit Budget and the Phase II Infrastructure Budget.

"Phase II Improvements" shall mean those improvements, if any, to be constructed on Parcel 2 in a location to be determined by Catellus in its sole discretion, except as subject to RTD's right of approval pursuant to Section 4 and to the Design Guidelines. The Phase II Improvements shall, if constructed, consist of predominantly governmental, commercial, and office space with ancillary retail (and shall contain at a minimum for vesting of the rights described in Section 6 to occur, the Required Phase II Square Footage) and associated parking and any other required On-Site Infrastructure or Off-Site Infrastructure ancillary thereto, but exclusive of Public Transit Improvements. The Phase II Improvements may be constructed in one (1) or two (2) buildings, as Catellus may determine in its sole discretion. The Phase II Improvements shall be owned by Catellus, subject only to the RTD Phase II Interest, certain easements to be granted by Catellus to RTD in the Grant Deeds in respect of service access rights as more particularly shown in Exhibit A-2, and other equity, if any, granted to future tenants.

"Phase II Improvements Budget" shall mean the budget (mutually agreed upon to the extent required by Section 4.3) of the aggregate capital costs (including interest) of the Phase II Improvements (including the Additional Costs of the Public Transit Improvements), and a breakdown including each of the categories

listed below. The Phase II Improvements Budget shall include Phase II Improvements "hard costs"; Subdivision costs; allocated Infrastructure Costs; construction and construction management expenses; Design Team fees and costs; legal fees; lease-up expenses (such as leasing commissions, legal costs for leasing and tenant concession packages), public relations costs, pre-opening expenses, administration and equipment expenses; environmental assessments and entitlement fees and costs; development fees; permit and appraisal fees; and financing costs and expenses.

"Phase II Occupancy Date" shall mean the date of issuance by the Architect of a Certificate of Substantial Completion with respect to the structure or structures comprising the final increment of the Required Phase II Square Footage.

"Phase II Public Parking" shall mean that certain number of parking spaces (as shown on Exhibit A-4 and Exhibit D-3) together with ramps for ingress and egress, revenue control equipment, elevators, stairwells and other machinery, fixtures and improvements necessary or convenient for proper operation of a parking facility, to be constructed in the Phase II Public Parking Area. The number of spaces required to be built shall be determined by subtracting from the 2500 public parking spaces required by the Metro Rail EIS, the number of public parking spaces actually constructed on the Phase I Public Parking Area (whether such spaces are located on the Site, the West Property or the Additional Land). Phase II Public Parking shall be constructed concurrently with construction of the Phase I Public Parking unless otherwise requested by RTD. If any portion of the Phase II Public Parking remains uncompleted following Phase I construction, such parking shall be constructed in accordance with Sections 1.2.3 and 4.2.2.

"Phase II Public Parking Area" shall mean the portions of Parcel 2 and the Additional Land (which shall be divided into the Vignes Street Public Parking Area and the Parcel 2 Public Parking Area), as more particularly shown on Exhibit A-4, and/or alternative locations chosen by the Parties pursuant to Section 4.2.2.3, upon which the Phase II Public Parking shall be constructed. Catellus shall grant to RTD, (i) simultaneously with Closing pursuant to the Public Transit Use Agreement or (ii) subsequently (a) as described in Section 2.1.14 and (b) if elected by Catellus, in Section 4.2.2.3, Public Transit Easements for the Phase II Public Parking.

"Phase II Public Transit Improvements" shall mean those Public Transit Improvements comprising part of Phase II (including the Phase II Public Parking) and reconstruction, as needed, of the access to the Site from Vignes Street (see Sections 1.2.3.1 and 1.2.3.2), more particularly described and depicted on Exhibit A-4 and Exhibit D-3, to be constructed on portions of Parcel 2 and the Additional Land concurrently with construction of Phase I, or if otherwise requested by RTD, pursuant to Section 4.2.2.

"Phase II Stabilization Date" shall mean the later of (i) the Vesting Date or (ii) subject to the last sentence of this paragraph, forty-five (45) days after the date on which Catellus advises RTD by written notice ("Stabilization Notice") that Credit Leases have been executed for portions of the space in the Required Phase II Square Footage, such that the aggregate Estimated Net Operating Income to be received thereunder is at least equal to the portion of the Debt Service Amounts which are secured by the Phase II Improvements and which are payable with respect to the month in which the commencement date of the last such lease which is executed occurs; provided, however, that if any free rent periods or above-standard tenant improvement allowances are provided to the tenants under such Credit Leases, the then-existing undiscounted, aggregate undischarged obligation in respect thereto must be available either in the form of a loan (including a disbursement allowance provided in the Phase II construction loan), cash reserves, acceptable guarantees, letters of credit or any other substitution for rent which shall be reasonably satisfactory to RTD

(collectively, "Stabilization Assurances"). "Credit Lease" means either (i) a Major Lease which was approved or deemed approved by RTD, or which was the subject of an Arbitration resolved in favor of Catellus, or (ii) any lease which is not a Major Lease which the Phase II construction or permanent lender has approved. For the purposes of determining the Phase II Stabilization Date only, "Estimated Net Operating Income" shall have the same meaning as Net Operating Income except that all references in said definition to cash actually received or to expenses actually paid or incurred shall be deleted and in lieu thereof shall be inserted amounts reasonably estimated (based on applicable conventional appraisal practices for estimating such income and expenses) by Catellus to be received, or to be paid or incurred, respectively. RTD shall have the right to review all budgets, income statements, leases and other documents used in estimating or computing stabilization and shall have the right to challenge in Arbitration any amounts thus estimated by Catellus to be paid or incurred as unreasonable; to be effective, however, such challenge must be given in writing within thirty (30) days after RTD's receipt from Catellus of the Stabilization Notice and, if such challenge is timely given, the Phase II Stabilization Date automatically shall be tolled as to the particular Stabilization Notice in question pending the resolution of such Arbitration in favor of Catellus.

"PMA" shall mean the Property Management Agreement, being that certain agreement by and between the JMC and the Operator 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 terms of the PMA and any subcontracts thereto shall be in accordance with any applicable legal requirements pertaining to this form of financing.

"Predevelopment Budget" shall mean that certain portion of the Budget, an initial draft of which is attached as Exhibit C-1, addressing Predevelopment Costs more fully described in Sections 2.1.8.2 and 5.5.1, as the same may be modified or amended by written agreement of the Parties.

"Predevelopment Conditions" shall mean the lists of preconditions to Closing, the Public Transit Construction Start Date and the Phase I Improvements Construction Start Date as more fully set forth in Sections 2.2, 2.5 and 2.6.

"Predevelopment Costs" shall have the meaning ascribed to it in Section 5.5.1.

"Predevelopment Period" shall mean that certain period of time commencing with the effective date of this Agreement and terminating on the Phase I Improvements Construction Start Date.

"Preliminary Appraisal" shall apply with reference to the Liquidity Option only and shall have the meaning ascribed to it in Section 6.3.1.1.

"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.

"Project" shall mean Phase I, Phase II and ancillary On-Site Infrastructure or Off-Site Infrastructure required in connection therewith, and, if approved by the Parties, the Main Concourse.

"Project Area" shall mean that certain real property upon which any portion of the Project (other than the Main Concourse) may be constructed and to which either RTD or Catellus currently has fee title, whether (i) such title shall be retained by said Party at Closing or (ii) some ownership or possessory interest, including fee ownership or Public Transit Easement therein shall, upon Closing, be granted to the other Party.

"Project Costs" shall mean the costs associated with development of the Project as described in this Agreement and shall include all costs set forth in the Budget(s) approved by the Parties.

"Project Schedule" shall mean the schedule, a preliminary draft of which is attached as Exhibit B, including updates, each to be approved in writing by RTD and Gateway, which shall encompass predevelopment and construction of Phase I (and the Phase II Public Parking, unless otherwise determined by RTD) and delivery of Phase I to RTD pursuant to the Design and Construction Agreement.

"Public Transit Budget" shall mean the budget of the aggregate capital costs (including interest) of the Public Transit Improvements, including "land costs"; "hard costs"; Infrastructure Costs to be paid for as part of the Public Transit Improvements; construction and construction management costs; Design Team fees and costs; legal fees; public relations costs pre-opening expenses, administration and equipment expenses; environmental assessment and entitlement fees and costs; development fees; permit and appraisal fees; and financing costs and expenses. The Public Transit Budget shall be further divided into a Phase I Public Transit Budget and a Phase II Public Transit Budget.

"Public Transit Conditions" shall mean those conditions to commencement of construction of the Phase I Public Transit Improvements set forth in Section 2.5.

"Public Transit Construction Start Date" shall mean the date upon which demolition, excavation or grading activity on the Site or the Public Transit Use Areas relating to the Phase I Public Transit Improvements is commenced following issuance by Gateway of a "Notice to Proceed" (as defined in the Design and Construction Agreement) to the contractor with respect to such improvements.

"Public Transit Easement" or "Public Transit Easements" shall mean those certain easements necessary or convenient for creation of the Public Transit Use Areas and for the construction, maintenance, operation and use of the Public Transit Improvements in the Public Transit Use Areas, including excavation and utility easements together with the rights and use restrictions associated with such easements to be granted by Catellus to RTD and its permittees (i) pursuant to the Public Transit Use Agreement simultaneously with Closing, to the extent owned by Catellus following execution of the Grant Deeds, or (ii) subsequently as described in Sections 1.3.2, 2.1.14 or 4.2.2.

"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 together with other Project improvements, including the Metro Plaza, a bus terminal facility, a bus layover area, the South Roadway, the East Portal, the Phase I Public Parking, the Phase II Public Parking, and any required On-Site Infrastructure or Off-Site 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.

"Public Transit Use Agreement" shall mean that certain agreement, containing the terms set forth on Exhibit D-1, to be entered into by and between RTD and Catellus at Closing by which (i) Catellus shall grant to RTD the Public Transit Easements in those portions of the Public Transit Use Areas owned by Catellus following exchange of the Grant Deeds, (ii) RTD will grant to the public certain rights of access and use over certain Public Transit Use Areas, (iii) RTD will grant to Catellus certain excavation and utility easements, and (iv) the Parties shall establish rights and use restrictions pertaining to the Public Transit Use Areas including the right to use such areas for public transit purposes and uses incidental thereto, including construction of the Public Transit Improvements.

"Public Transit Use Areas" shall mean those portions of the Project Areas (or other property designated by the Parties pursuant to Sections 1.1.2, 2.1.14 or 4.2.2) (i) upon which RTD shall obtain the Public Transit Easements pursuant to the Public Transit Use Agreement or (ii) which RTD shall set aside upon portions of the Site owned by it, in which shall be established those public-transit-related rights and use restrictions described in the Public Transit Use Agreement, and upon which the Public Transit Improvements shall be constructed. The Public Transit Use Areas (tentatively identified on Exhibit D-2) shall include the Phase I and Phase II Public Parking Areas (shown on Exhibit A-4).

"Qualifying Loan" shall mean a loan (whether or not secured by the improvements) which is made in connection with construction or alteration of or addition to improvements forming a part of the Project. It is the intent of the Parties that each shall seek Qualifying Loans from financial institutions or other third-party lenders prior to providing funds itself or seeking funds from any Affiliate. Qualifying Loans or amounts funded to the Project by Catellus, RTD or their respective Affiliates ("Affiliate Loans") shall be subordinated to loans made by non-Affiliate lenders and must actually be funded (so that, by way of example only, guarantees or letters of credit which are provided but not claimed against or drawn upon shall not be considered Qualifying Loans.) The rate of interest on any Affiliate Loan shall not exceed the market interest rate for similar loans which are in fact generally available at the time of the loan. With respect to Affiliate Loans made by RTD or an affiliate of RTD, market rate shall be determined by reference to tax-exempt market interest rates only when federal, state or local law, as the case may be, would permit tax-exempt financing with respect to the particular portion of the improvements to be financed and shall otherwise be determined by reference to taxable market interest rates. Affiliate Loans with respect to On-Site Infrastructure or Off-Site Infrastructure, to the extent either could be financed by Mello-Roos financing, shall be determined by reference to Mello Roos interest rates. If no market interest rate can be determined at the time an Affiliate Loan is funded, interest on such loan shall be established at the Party's or the Affiliate's cost of funds, as the case may be (where cost of funds shall refer to interest rate only, exclusive of administrative fees, costs, and points associated with obtaining such funds) plus one (1) percentage point. Disputes respecting interest rates on Affiliate Loans (including disputes regarding the existence of a market for such loans) shall be determined by Arbitration. Prior to making an Affiliate Loan in excess of Five Hundred Thousand Dollars (\$500,000), the Party which, by itself or through its Affiliate, desires to make the Affiliate Loan shall determine the market rate obtainable by it or its Affiliate, and if it determines that no market exists, its cost of working funds. Such Party shall, by written notice to the other ("second") Party, set forth such rates and costs (and if applicable, the basis for its belief that no market for such loans exists.) If the interest rate or cost of funds, as the case may be, available to the second Party (or Affiliate thereof) is lower than that available to the first Party, the second Party shall have the right, within fifteen (15) business days of receipt of the notice to respond in writing setting forth

the applicable lower interest rate available to it and its willingness to make a Qualifying Loan in the amount required. In the event that it so responds, the second Party or its Affiliate, as the case may be, shall make the Qualifying Loan. Neither (a) loans secured solely by or in reliance upon vesting of the income or equity participation interests provided in this Agreement nor (b) Stabilization Assurances (as defined in the "Phase II Stabilization Date" definition) made by Catellus, shall constitute Qualifying Loans.

"Qualifying Purchaser" shall mean a purchaser meeting the requirements set forth in Section 6.8.

"Ramirez Street Overpass" shall mean that portion of the South Roadway to the east of the Site which shall be constructed as part of Phase II and shall connect the portion of the South Roadway on the Site with Ramirez Street.

"Remediation" shall mean any form of response to the presence of hazardous materials or environmental conditions on, in, under or about the Project Area which materials or conditions violate laws of applicable Governmental Authorities and any cleanup, removal, containment, monitoring, treatment or other mitigation or remediation of such materials or conditions, and other work on the Project Area incidental thereto.

"Remediation Agreement" shall have the meaning ascribed to it in Section 2.1.15.

"Rentable Square Foot," "Rentable Square Feet" or "Rentable Square Footage" shall mean that area in square feet confined within the exterior walls of a building, but not including the area of the following: exterior walls, stairways, shafts, rooms housing building-operating equipment or machinery, parking areas with associated driveways and ramps, space for the landing and storage of helicopters and basement storage areas.

"REQA" shall mean that certain Reciprocal Easement and Operating Agreement to be agreed to by the Parties to be recorded against and governing use, maintenance, and access by and between Parcel 1, Parcel 2, the Additional Land, the West Property (and improvements located in whole or in part thereon), except as governed by the Public Transit Use Agreement, and shall include the Design Guidelines, the Management Standards and a description of the JMC and the Management Areas.

"Required Phase II Square Footage" shall mean the amount of Rentable Square Footage in the Phase II Improvements which under the terms of this Agreement must be constructed in order for vesting to occur pursuant to Sections 6.1.4 and 6.1.5, and shall be 600,000 Rentable Square Feet. The term "Required Phase II Square Footage" shall not be deemed to impose upon Catellus any obligation to construct the Phase II Improvements or any portion thereof. The Required Phase II Square Footage shall be deemed constructed on the Phase II Occupancy Date.

"Revenue Operation Date" shall mean that date upon which revenue operation of Metro Rail shall commence, as determined from time to time by the Los Angeles County Transportation Commission.

"Right of Extinguishment" shall have the meaning ascribed to it in Section 6.3.2.1.

"Right of First Offer" shall have the meaning ascribed to it in Section 6.4.5.

"Right of First Refusal" shall have the meaning ascribed to it in Section 6.4.6.

"RTD" shall mean THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a California public corporation and its successors and assigns.

"RTD Default" shall mean any default or breach by RTD of any of its obligations contained in this Agreement after giving effect to the cure period provided therefor, including specifically those items set forth in Section 8.6.

"RTD Phase II Interest" shall mean the interest of RTD relating to Phase II as described in Sections 6.1.3 and 6.1.5.

"RTD Remainder Interest" shall have the meaning ascribed to it in Section 6.3.2.2.

"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 RTD with respect to Phase I, and taking into consideration the historical context of Union Station.

"Site" shall mean Parcel 1 and Parcel 2 collectively.

"Site A" shall mean that portion of the Site consisting of approximately 2.62 acres prior to Subdivision (shown on Exhibit A-1), which RTD is required by this Agreement to own or control as a Closing Condition.

"Site B" shall mean that portion of the Site consisting of approximately 3.94 acres prior to Subdivision (shown on Exhibit A-1), which Catellus is required by this Agreement to own as a Closing Condition.

"South Roadway" shall mean that certain upper level roadway to be constructed in accordance with Section 1.2.4.4 on Parcel 2 along the southerly boundary of the Site (commencing at the westerly boundary of the Site), connecting to the El Monte busway and extending to the east of the Site to intersect with Ramirez Street. The portion of the roadway to the east of the Site shall be the Ramirez Street Overpass.

"Subdivision" shall mean any necessary creation or reconfiguration of lot or parcel lines in accordance with the California Subdivision Map Act, California Government Code §§ 66410, et seq. and applicable local regulations.

"Title Company" shall mean the title company mutually acceptable to the Parties designated to provide title services with respect to Closing during the Predevelopment Period.

"Tunnel" shall mean an underground pedestrian causeway to connect Parcel 1 and the easterly side of the currently existing Union Station passenger terminal building and further described in Section 1.2.4.2.

"Tunnel Access Agreement" shall mean that certain Tunnel Access Agreement further described in Sections 1.2.4.2 and 2.2.13 to be executed by RTD and Catellus as a condition precedent to Closing, governing use, access and maintenance of the Tunnel and access from the East Portal and West Entrance to Metro Rail to Vignes and Alameda Streets, respectively.

"Unavoidable Delay" shall mean delay beyond the control of the Party claiming the same and shall include the following: (i) delay attributable to acts of God, strikes or labor disputes; (ii) delay attributable to governmental laws or restrictions, delay in permit processing or litigation relating to (a) entitlements, (b) CEQA review or (c) the development or use of the Project Area and/or the Public Transit Use Areas, for the

purposes described herein; (iii) delay attributable to inclement weather or earthquake resulting in suspension of site work for safety purposes, i.e., heavy rainfall, (iv) delay attributable to inability to procure or general shortage of labor, equipment, materials or supplies in the open market, or failure of transportation, (v) termination of existing funding for reasons other than by reason of an Event of Default by the Party receiving such funding under any Development Document or under any document or documents pertaining to such financing; (vi) delay caused by acts of a public enemy, insurrections, riots, mob violence, sabotage, malicious mischief, casualty or earthquake causing substantial damage to previously constructed improvements; (vii) delay in performance of any term, covenant, condition or obligation under this Agreement for reasons beyond the control of the Party obligated to perform such term, covenant, condition or obligation, including default or delays of third parties (unless otherwise expressly set forth in the Design and Construction Agreement) and of the other Party whether in rendering approvals or otherwise; and (viii) delay caused by pending Arbitration. In each case (i) through (viii) as aforesaid, Unavoidable Delay shall include the consequential delays resulting from any such cause or causes. For the purpose of this definition, a cause shall be beyond the control of the Party whose performance would otherwise be obligated only if such cause would prevent or hinder the performance of an obligation by any reasonable person or entity similarly situated and shall not apply to causes peculiar to the Party claiming the benefit of this provision (such as failure to order materials in a timely fashion). The inability or failure to obtain financing by either Party ab initio shall neither be an Unavoidable Delay nor a default by that Party under this Agreement. For purposes of clause (vii) of the definition of Unavoidable Delays, any delay in performance of any term, covenant, condition or obligation under this Agreement shall not be deemed to have commenced unless and until the Party suffering such delay provides written notice to the other Party specifying the fact, matter or circumstance of Unavoidable Delay in question within sixty (60) days after the occurrence thereof. The failure to give such notice shall mean that the period of delay experienced shall not be included in the calculation of number of days of Unavoidable Delay under this Agreement, but shall not have any other implication.

"Union Station" shall mean that approximately 52-acre site located in the City and bounded by Alameda Street on the west, the west boundary of the Site on the east and the Santa Ana Freeway on the south, upon which a train station "passenger terminal building" is located.

"Vesting Date" shall mean the Phase II Occupancy Date if and only if such date occurs within the time periods set forth in Section 6.1.4.2.

"Vesting Expiration Date" shall mean the day after the last date upon which the Catellus Phase I Interest could possibly vest pursuant to the terms of Section 6.1.4.2.

"West Entrance to Metro Rail" shall mean the entrance at Union Station to that certain Metro Rail tunnel located subjacent to the Site, the West Property and Union Station.

"West Property" shall mean that certain real property located immediately adjacent to the western boundary of the Site, as more fully identified on the map attached as Exhibit A, fee title to which is currently in Catellus and which shall not be transferred to RTD in connection with Closing, except that a portion of such property shall be subject to a Public Transit Easement to be granted to RTD pursuant to the Public Transit Use Agreement. Regardless of the actual physical boundary of the West Property, any improvements located in whole or in part on the West Property shall be deemed to be located in its entirety on the West Property and the provisions of the REOA and the Cost Allocations shall apply to the entirety of such improvements to the extent set forth in Section 5.4.

"Work Plans" shall mean those certain schematic design drawings, descriptive documents, preliminary plans and specifications as completed to date and approved by the Parties for development of the Project, including a site plan showing the footprints and proposed locations of Phase I, Phase II and the Public Transit Improvements and the numbers of parking spaces, which drawings and plans are indexed in Exhibit E. The Work Plans may be modified by written agreement of RTD and Gateway with respect to Phase I and the Phase II Public Transit Improvements and of RTD and Catellus with respect to the Phase II Improvements or other Project construction.

1.2 Project Description.

The Project shall consist of government, commercial, ancillary retail and public transit improvements to be developed on the Site, the Additional Land and the West Property and shall be carried out in at least one phase of construction as further described below.

1.2.1 Phase I. Phase I shall consist of construction of the Phase I Public Transit Improvements (as described in Section 1.2.3) and the Phase I Improvements (as described in Section 1.2.1.) Phase I shall be constructed in accordance with (i) the Phase I Construction Documents (to be completed pursuant to the Design and Construction Agreement during the Predevelopment Period) and (ii) the other requirements for development and construction, as set forth in this Agreement or the Design and Construction Agreement. The Design and Construction Agreement shall delegate to Gateway (which shall in turn delegate to consultants) the task of preparing separate Budgets and Project Schedules for the Phase I Public Transit Improvements and the Phase I Improvements. Catellus shall not be required to provide financing or be responsible for any portion of the cost of constructing or completing the Phase I Improvements, or the Phase I Public Transit Improvements except as set forth in the Cost Allocations or in Section 5.4.

1.2.1.1 Phase I Improvements. The Phase I Improvements shall be located upon Parcel 1 and shall be utilized by RTD as its headquarters office facility. The Phase I Improvements shall be designed as a Signature Building and unless otherwise agreed in writing by the Parties, the REOA shall require that further improvements on the Site, the Additional Land and the West Property be constructed in a manner which preserves and maintains the character of the Phase I Improvements as a Signature Building, but the foregoing shall not preclude the construction by Catellus elsewhere in Phase II or Union Station of any building which is taller than the Phase I Improvements, subject to the "Competing Project" provisions of Section 4.2.1 and the Design Guidelines.

1.2.1.2 Phase I Improvements Parking. Concurrently with and as part of construction of the Phase I Improvements, Gateway shall cause to be constructed on Parcel 1 approximately 800 parking spaces for use in connection with such improvements as tentatively shown on Exhibit A-2. No more than thirty percent (30%) of such spaces may be constructed as tandem spaces. Subject to applicable law to the contrary, the ratio of such parking spaces to Rentable Square Footage shall be approximately 1.5 spaces per thousand (1000) Rentable Square Feet of space in the Phase I Improvements and shall not exceed eight hundred (800) spaces. If more than 800 stalls are required by the City, the Parties shall seek a variance from the City to reduce the number of spaces required and shall seek to have any spaces associated with the Phase I Improvements in excess of 800 which are required to be assigned from Phase I Public Parking.

1.2.2 Phase II. Phase II shall consist of construction of (i) the Phase II Improvements on Parcel 2 (which Catellus may construct or cause to be constructed in its sole discretion); (ii) the portions of the South Roadway located on the

south of Parcel 2 and the Ramirez Street Overpass to the extent not previously constructed; and (iii) the Phase II Public Transit Improvements which Gateway, to the extent construction of such improvements is governed by the Design and Construction Agreement, or, if such is not the case, the Parties, shall cause to be constructed as specified in Sections 1.2.3 and 4.2.2.

1.2.2.1 Phase II Improvements. Catellus may determine the location on Parcel 2 of the Phase II Improvements, in conformance with the REOA and the Design Guidelines and subject to RTD's right of approval pursuant to Section 4, and may divide the Phase II Improvements between multiple structures. RTD shall receive an interest, as described in Sections 6.1.3 and 6.1.5, in the Required Phase II Square Footage. Provided that Catellus obtains sufficient entitlements and other required governmental approvals and that Catellus has completed construction of the Required Phase II Square Footage, Catellus may further develop Parcel 2 in its sole discretion. Any development upon Parcel 2 must be in accordance with the provisions of the Design Guidelines, the "Competing Project" provisions of Section 4.2.1 and the provisions of Section 1.2.1.1 relating to the height of Phase II and Signature Building status of the Phase I Improvements. In no event shall RTD be required to provide financing or be responsible for any portion of the cost of constructing or completing the Phase II Improvements, except as set forth in the Cost Allocations or in Section 5.4.

1.2.2.2 Phase II Improvements Parking. Subject to its construction of the Phase II Improvements and concurrently therewith, Catellus shall cause to be constructed on or made available to Parcel 2 a sufficient number of parking spaces to meet Los Angeles Municipal Code requirements with respect to the Phase II Improvements, as the same may be reduced by any variance, as tentatively shown on Exhibit A-2.

1.2.3 Public Transit Improvements. Except as set forth in the Cost Allocations or in Section 5.4, the Public Transit Improvements shall be constructed at public cost and expense. RTD shall own the Public Transit Improvements in their entirety and shall derive all revenues generated therefrom unless otherwise set forth in Section 4.2.2.

1.2.3.1 Phase I Public Transit Improvements. The Phase I Public Transit Improvements shall, as further described in this Section 1.2.3 and shown on Exhibit D-3, be constructed on the Public Transit Use Areas in conformance with the Public Transit Use Agreement, and shall include the Metro Plaza; a bus terminal; a bus layover; the South Roadway; the East Portal and the Phase I Public Parking (more fully described in Section 1.2.3.2.) In addition, access from Vignes Street to the Phase I Public Transit Improvements (which may, until construction of Phase II is completed, be provided in temporary form and if so completed, shall be constructed in final form as a part of the Phase II Public Transit Improvements) across Parcel 2 shall be constructed concurrently with and as part of the Phase I Public Transit Improvements. If, however, the permanent Phase I Public Transit Improvements are not available by the later of (i) the Revenue Operation Date or (ii) June 1, 1993, then, subject to mutual agreement of the Parties as to location and cost, such improvements may include construction of temporary public transit improvements, including an interim bus boarding facility, surface parking facilities and ancillary facilities thereto on Parcel 2. Said temporary facilities may, subject to mutual agreement of the Parties as to their location and cost, be located elsewhere at Union Station if Parcel 2 is required for construction staging or concurrent construction of Phase II, provided that such parking is located within a radius of 1000 feet from either the East Portal or the West Entrance to Metro Rail. The Phase I Public Transit Improvements shall be constructed, so far as is practicable, so as to facilitate the subsequent construction of the Phase I Improvements.

1.2.3.2 Phase I and Phase II Public Parking. In furtherance of the Metro Rail EIS requirement of construction of 2500 public parking spaces in the Union Station vicinity as mitigation for the Metro Rail project, the Parties have agreed to placement of 2500 public parking spaces on the Phase I and Phase II Public Parking Areas. As depicted on Exhibit A-4, the Parties currently (subject to further design and cost analysis) contemplate that Phase I Public Parking shall be constructed on portions of Parcel 1, Parcel 2 (including subjacent to the South Roadway) and the West Property. The remaining number of spaces required to meet the 2500 space requirement shall be denominated Phase II Public Parking and shall be constructed in the Phase II Public Parking Area. The Phase II Public Parking Area shall be further divided into the "Initial Parcel 2 Public Parking Area" and the "Optional Parcel 2 Public Parking Area" (collectively, the "Parcel 2 Public Parking Area") and the "Vignes Street Public Parking Area" as shown on Exhibit A-4. The Parties contemplate that the Phase II Public Parking shall be constructed on the Vignes Street Public Parking Area and the Initial Parcel 2 Public Parking Area concurrently with construction of the Phase I Public Parking. However, should RTD determine (which determination shall be made in RTD's sole discretion) not to construct the Phase II Public Parking concurrently with the Phase I Public Parking, the Parties acknowledge that it will be impractical to construct the Phase II Public Parking in the Vignes Street Public Parking Area. Therefore, any Phase II Public Parking for which construction is commenced subsequent to completion of construction of the realigned Vignes Street shall not be constructed in the Vignes Street Public Parking Area. Such parking shall instead be constructed on the Parcel 2 Public Parking Area, in accordance with the provisions of Section 4.2.2.

All public parking constructed shall be consistent with the requirements set forth in Table 2-2, pages 2-33 of the Metro Rail EIS, as the same may be amended from time to time and shall be located within 1000 feet of either the East Portal or the West Entrance to Metro Rail. To the extent reasonably practicable, Project design shall separate the Phase I and Phase II Public Parking from non-public transit parking facilities associated with the Phase I Improvements and the Phase II Improvements. The Parties shall seek to minimize operating costs by consolidation, to the extent feasible, of operations and management of and access to parking facilities, so as to minimize such costs for each Party.

Catellus may request and, if so requested, RTD may agree, in its sole discretion, to relocation of the Phase I Public Parking or the portion of the Phase II Public Parking located in the Vignes Street Public Parking Area to a location at Union Station. In accordance with the provisions of Section 4.2.2, Catellus may elect to construct or relocate Phase II Public Parking to be located in the Parcel 2 Public Parking Area to a location at Union Station. If any relocation or reconstruction is agreed upon as aforesaid, RTD shall have reasonable approval rights in connection with such construction or relocation with respect to basic parking facility issues including design, access and fee collection. All spaces so relocated shall have convenient street access and shall be located within a radius of 1000 feet of either the East Portal or the West Entrance to Metro Rail.

Catellus shall have a Right of First Refusal with respect to any excess public parking spaces in the Phase I Public Parking Area or the Phase II Public Parking Area or at Union Station which RTD, in its sole discretion, determines to sell to or exchange with third parties or which, to the extent permitted by law (including tax laws related to tax-exempt municipal bonds and certificates of participation), RTD proposes to make available (by way of long term lease, covenant or otherwise) to a third party which is not a governmental agency, other than in connection with such third party's occupancy of portions of Phase I. "Long term lease" means any lease, the term of which exceeds five (5) years, including all option periods.

1.2.4 Further Development.

1.2.4.1 Main Concourse. As part of the overall Master Plan, Catellus may construct the Main Concourse connecting the Site to the easterly side of the present Union Station passenger terminal building. In order to determine whether or not the Main Concourse shall be developed, RTD and Catellus shall, commencing prior to Closing and ending prior to the Phase I Improvements Construction Start Date, jointly conduct a feasibility study exploring the potential for development of the Main Concourse and examining the timing, market feasibility, phasing, retail uses, financing, development and operation of the Main Concourse. The feasibility study shall take into account certain potential rail transit improvements to the train yard (i.e., light-rail, Amtrak, commuter rail and inner city passenger service) to the extent such improvements can be foreseen and shall assess the positive or negative impacts of such improvements on the feasibility of constructing the Main Concourse. The study shall explore the potential for early development of the Main Concourse and shall explore options, if any, by which RTD may secure funding for a portion of such early development costs in return for a share of the income and equity to be derived therefrom. However, the findings of said feasibility study shall not obligate either Party to continue such explorations or to enter into any agreement concerning said development. The design and development, if any, of the Main Concourse shall meet standards agreed to by the Parties, particularly with regard to lighting (if enclosed), location, passenger capacity, access, ingress, egress and visual appearance. Catellus shall not preclude construction and integration of the Main Concourse in the Master Plan.

1.2.4.2 Tunnel. Catellus shall seek to cause construction of the Tunnel to be completed prior to the later of (i) the Revenue Operation Date or (ii) June 1, 1993. The Tunnel may be formed by renovation of the previously existing tunnel in the vicinity. The Parties acknowledge that future improvements to the Tunnel may occur to accommodate transit-related uses or additional development by Catellus. The costs to Catellus of maintaining, managing and operating the Tunnel are anticipated to be borne by owners or lessees of the Site, the Additional Land, the West Property, Union Station and various providers of public transportation (including Amtrak), and shall be the subject of negotiation between those various parties. The particular costs which are properly allocable and a method for determining the portion of such costs which shall be allocable to RTD, Catellus and other parties shall be included in the Tunnel Access Agreement, the agreement of the Parties to which shall be a condition to Closing. RTD acknowledges that Amtrak currently has certain rights of access to and use of the Tunnel which are anticipated to continue.

1.2.4.3 East Portal. RTD shall own the East Portal (which is part of the Public Transit Improvements) and any improvements located thereon. In accordance with the provisions of the Design and Construction Agreement, Gateway (at no cost to Catellus) shall cause renovation or construction of the East Portal to occur in connection with other planned transit improvements which are currently being proposed and/or carried out by third parties with respect to the Tunnel, and shall seek to cause such construction or renovation to be completed on or before the later of the Revenue Operation Date or June 1, 1993. In design of the East Portal, the Parties shall explore the feasibility of developing and operating retail uses.

1.2.4.4 South Roadway. Following Closing, Catellus shall own the portion of the Site upon which the South Roadway shall be developed and shall grant to RTD a Public Transit Easement with respect thereto permitting (i) use of the South Roadway and (ii) linkage of such roadway to the El Monte busway, in each case for bus and other vehicular access. The South Roadway shall be a Public Transit Improvement and shall be constructed

concurrently with Phase I unless otherwise determined by RTD. The cost of the South Roadway shall be allocated pursuant to the Cost Allocations and Sections 5.4.1.1, 5.4.1.4 and 5.4.3.

1.2.5 Interface Between Development Documents.

Acquisition of Parcel 1, Parcel 2 and the Additional Land, development of Phase I and Phase II and rights of ownership, management, leasing and participation in such improvements shall be governed by this Agreement. Construction of Phase I (and the Phase II Public Parking, unless otherwise determined by RTD) shall be governed by the Design and Construction Agreement. Non-public transit related rights of access and use restrictions with respect to the Project Area (as shown in part on Exhibit A-2) shall be included in the Grant Deeds and recorded at Closing. The Grant Deeds shall expressly provide that upon recordation of the REOA, those rights of access, easements, and use restrictions for each Party's benefit previously granted in the Grant Deeds and so designated (and specifically excluding rights of access, easements, use restrictions or other rights pertaining to the Tunnel, the Public Transit Use Areas and Public Transit Improvements, described in the Grant Deeds, the Tunnel Access Agreement and the Public Transit Use Agreement) shall automatically terminate and shall be superseded by the provisions of the REOA. Access between parcels, use restrictions, costs of operation and maintenance, allocation of such costs and Design Guidelines governing the Project, including common areas and access between Phase I, Phase II and future development on Parcel 2, the Additional Land or the West Property, shall be governed by the REOA. Rights and uses permitted in the Public Transit Use Areas, grant of Public Transit Easements and location, maintenance and operation of the Public Transit Improvements shall be governed by the Public Transit Use Agreement and the PMA. Use of and access through the Tunnel, to the East Portal from Vignes Street and to the West Entrance of Metro Rail and the Tunnel located at Union Station from Alameda Street, shall be governed by the Tunnel Access Agreement.

1.3 Project Area Ownership.

1.3.1 Current Project Area Ownership. As shown on Exhibit A-1, fee title to the Project Areas (except as set forth in the title reports referenced in Exhibit J-1 and Exhibit J-2 respectively) currently is divided in ownership between RTD and Catellus. Catellus hereby warrants that it currently owns Site B, the West Property and, as described in the preliminary report, portions of the Additional Land, subject to those certain exceptions to title set forth in the preliminary report referenced in Exhibit J-2. RTD hereby warrants that it currently owns a substantial portion of Site A subject to those certain exceptions to title set forth in the preliminary report referenced in Exhibit J-1. A portion of Site A currently constituting roadway dedicated to the City (particularly, portions of Lyon, Ramirez and Vignes Streets, as set forth on Exhibit A-3) has been sold to RTD by the City, however, a resolution of vacation of such roadways has not been issued by the City and such resolution shall be subject to conditions imposed by the City.

1.3.2 Post-Closing Ownership. At Closing, a lot line adjustment or other Subdivision map agreed to by the Parties shall be recorded, creating Parcel 1 and Parcel 2 as set forth on Exhibit A. Simultaneously, (a) fee title to Parcel 1 (including the East Portal) and any and all improvements that may be located thereon shall vest in RTD; (b) fee title to Parcel 2 together with any and all improvements that may be located thereon, subject to continuing conditions to street vacation described in Section 1.3.1, shall vest in Catellus; and (c) the Parties shall execute and record the Public Transit Use Agreement creating a Public Transit Easement in favor of RTD on portions of the Public Transit Use Areas shown on Exhibit D-2 with respect to Public Transit Use Areas owned by Catellus following the above-described transfers (including surface and subsurface easements for access ramps to the Phase II Public

Parking Area on the Additional Land described in clause (iii) of that definition and subsurface easements for parking and surface access easements on the Additional Land described in clause (ii) of that definition) and creating rights and use restrictions with respect to all of the Public Transit Use Areas shown on Exhibit D-2 as owned by either Party. The location, form, design and implementation of the Public Transit Use Areas shall be determined in accordance with the provisions of Section 9. Effective upon vacation and realignment of Vignes Street, ownership of the Additional Land shall be apportioned in accordance with Section 2.1.14 and additional Public Transit Easements shall be granted by Catellus to RTD as described therein. Except as set forth in this paragraph, Catellus reserves all FAR and development rights with respect to the Additional Land owned by it described in clause (iii) of that definition.

SECTION 2. PREDEVELOPMENT

2.1 Predevelopment Process.

This Section 2 sets forth the activities which the Parties shall undertake and complete or cause to be undertaken and completed during the Predevelopment Period. In addition to a general Predevelopment Period process overview (contained in this Section 2.1), this Section includes three lists of conditions (collectively the "Predevelopment Conditions") to construction of the Phase I Public Transit Improvements and the Phase I Improvements, the first to be satisfied or waived by the Parties prior to Closing (the "Closing Conditions"), the second to be satisfied, caused to be satisfied or waived by the Parties prior to the Public Transit Construction Start Date (the "Public Transit Conditions") and the third to be satisfied, caused to be satisfied or waived by the Parties prior to the Phase I Improvements Construction Start Date (the "Phase I Improvements Conditions"). Nothing contained herein is intended or shall be construed to prohibit development and construction of the Public Transit Improvements prior to the Phase I Improvements Construction Start Date, provided that Closing has taken place and the Public Transit Conditions have been satisfied or waived.

2.1.1 Cooperation of the Parties. The Parties shall cooperate and use good faith efforts to satisfy the Predevelopment Conditions as soon as practicable after the effective date of this Agreement. If any Predevelopment Condition is not satisfied despite the good faith efforts of the Parties and the Party to be benefited by such condition does not waive it, then that Party may terminate this Agreement pursuant to Section 8.1. Unless otherwise specified, each Predevelopment Condition is deemed to be for the benefit of both of the Parties.

2.1.2 Governmental Authority Coordination and Cooperation. Simultaneously with the joint efforts of the Parties to satisfy the Predevelopment Conditions, RTD and Catellus shall individually and jointly negotiate and cooperate with Governmental Authorities whose approval or grant of entitlements or other requested actions is necessary in order to satisfy those third party conditions to development set forth in this Section. Any fees and costs required by said Governmental Authorities in connection with services provided by them for the benefit of the Project shall be allocated in the Cost Allocations.

2.1.3 Project Management and Decisionmaking. Each Party shall select one individual who shall have the authority under this Agreement (a) to make decisions for that Party and (b) to execute, on behalf of the respective Parties, documents and agreements. RTD's Manager of Real Estate and Development shall be the individual representative of the RTD. Catellus' Director of Development shall be the individual representative of Catellus. Such individuals and tasks assigned to specified individuals may be

changed from time to time by provision of written notice thereof to the other Party. Each Party through its representative shall be afforded an opportunity to express an opinion with respect to all matters of the Project in which its input is permitted or required. Except as otherwise expressly provided in this Agreement, no decision or determination hereunder or in connection with the Project and to be made during the Predevelopment Period may be made without the agreement of both Parties. The Parties shall exercise joint control over the implementation of the planning, financing, design and construction objectives of Phase I except as otherwise required by law and public policy, and shall consult with each other in performing their respective obligations under this Agreement. During the Predevelopment Period, RTD shall have final approval authority with respect to all aspects of Phase I planning, financing, location, design and construction, following consultation with Catellus as specified above.

2.1.4 Meetings. Representatives of RTD and Catellus will meet weekly, or more often as they determine appropriate, during the Predevelopment Period, at such time and place as they determine in order to exchange information on the progress of the matters referred to in this Agreement and, to consider or decide other matters pertaining to the Project.

2.1.5 Performance. Each Party reserves the right at any time to obtain further information, data and commitments as reasonably necessary to ascertain the other Party's capability, intent and commitment to manage, lease and/or develop the Project Area expeditiously or to obtain information regarding the other Party's organizational structure relating to the Project.

2.1.6 Mutual Assistance/Confidentiality/Public Relations.

2.1.6.1 General Assistance. Each Party reserves the right at any time during the negotiations to request and obtain reasonable additional information, data or assistance from the other Party with respect to the Project. In requesting the assistance of the other Party, each Party shall prepare and submit a written statement or statements clearly detailing the nature, form and extent of any assistance requested. Upon receipt of such written request, the staff of the Party receiving the request shall use diligent efforts to provide the requesting Party with appropriate information and assistance. If requested by either Party, the other Party shall promptly present periodic oral briefings or written progress reports to the requesting Party's project manager advising the requesting Party on pertinent matters and studies in progress.

2.1.6.2 Confidentiality. The Parties anticipate during the term of this Agreement that each shall from time to time disclose and provide to the other certain proprietary reports, correspondence and other information related to the Project Area or adjacent areas which each shall seek to acquire. No information which is not already public and which is generated during the term of this Agreement shall be released publicly or to anyone outside the two Parties (and their agents and consultants) without the prior written consent of the other Party.

2.1.6.3 Public Relations. The Parties shall cooperate in publicizing proposed development of the Project and the costs of any public relations campaign associated with Project development shall be included in the Budget and allocated pursuant to the Cost Allocations. All press releases issued with respect to the Project shall be approved in advance by RTD and Catellus and jointly coordinated by the Parties and any press conferences shall be approved in advance, coordinated and attended by both Parties.

2.1.7 Independent Activities of Catellus. RTD acknowledges that separate and apart from the transactions set forth in this Agreement, Catellus is concurrently working on the Master Plan and related development entitlements, which activities may continue during the Predevelopment Period and thereafter. Nothing in this Agreement is intended, nor shall it be construed, to require RTD's cooperation, consent, concurrence or financial support in connection with such activities, which shall for all purposes be independent of the Parties' rights and obligations under this Agreement. The Master Plan as proposed or amended by Catellus or its consultants shall not prevent development or construction of Phase I, the Phase II Public Transit Improvements or the Main Concourse in the manner contemplated herein.

2.1.8 Budget.

2.1.8.1 Overall Budget. Attached as Exhibit C-2 to this Agreement is a Preliminary Phase I Budget, which sets forth the Parties' preliminary cost estimates for Phase I as determined as of the schematic design phase of Phase I development. Throughout the Predevelopment Period, the Parties shall prepare, update and revise the Budget or cause the Budget to be prepared, updated and revised, in the manner described in Section 5.5.

2.1.8.2 Predevelopment Budget. Prior to execution of this Agreement, each Party has expended sums with respect to preliminary studies, investigations and consulting functions pertaining to the Project. The Parties anticipate incurring further expenses with respect to such items prior to financing of the Phase I Improvements, the Public Transit Improvements and the Phase II Improvements. Such items shall be included in the Predevelopment Budget and allocated to the various components of the Project as set forth therein, and shall be reimbursed in accordance with the provisions of Section 5.5.1.

2.1.9 Financing. The Parties shall prepare a Financial Plan and obtain financing for the Project in the manner described in Section 5.2.

2.1.10 Work Plans. The Work Plans indexed in Exhibit E, in conjunction with the textual descriptions contained in this Agreement, set forth the present understanding of the Parties with respect to description, scope, uses and improvements comprising the Project. During the Predevelopment Period, the Work Plans may be revised and refined (subject to mutual agreement on any significant additions or modifications) and the exact number and location of parking spaces shall be determined by mutual agreement of the Parties. The Parties shall continue design development of Phase I through completion of the Construction Documents for Phase I. In connection with such design development and preparation of Design Development Documents for Phase I, Gateway shall review, finalize and approve all designs, selection of materials, building systems and equipment, subject to final approval by RTD consistent with the Design Guidelines.

2.1.11 Schedules. Attached as Exhibit B is a Preliminary Phase I Project Schedule encompassing predevelopment and construction of Phase I and the Phase II Public Parking (taking into account feasibility of proposed scheduling, availability of materials and labor and time requirements for equipment, installation and construction). Throughout the Predevelopment Period and during development of Phase I and the Phase II Public Parking, the Parties shall amend and update or cause to be amended or updated the Project Schedule in accordance with the terms of the Design and Construction Agreement.

2.1.12 FAR/Entitlements/Approvals. During the Predevelopment Period, both Parties shall work together to obtain

or to cause to be obtained any and all environmental clearances, and ministerial and discretionary land use and subdivision approvals, from the City and other Governmental Authorities, as may become necessary or desirable for the construction and operation of both Phase I and Phase II. To that end, promptly after execution of this Agreement, RTD shall request and diligently seek to obtain written confirmation from the City or appropriate departments thereof that RTD is exempt from the provisions of the Los Angeles Planning and Zoning Code with respect to the development of Phase I. In addition, the Parties shall seek to obtain from the City or appropriate departments thereof written confirmation that Parcel 2 may be combined with the Metro Plaza, in order to apply as a unified development proposal under the provisions of City of Los Angeles Ordinance No. 166029. Subject to written confirmation of each of the above-listed items by the City or appropriate departments thereof and to the terms of Section 2.1.13, RTD shall grant to Catellus authorization to combine the Metro Plaza Site with Parcel 2 so that Catellus may file for development approval for the Phase II Improvements as a unified development, as defined by Ordinance No. 166025 of the City, and RTD hereby agrees that it shall cooperate with Catellus in making and pursuing any such filing, including the execution of such instrument(s) as may be necessary or convenient to that end. Both Parties shall work together to establish RTD as Lead Agency with respect to all CEQA review of Phase I and the initial evaluation of Phase II.

2.1.13 Subdivision Approval. The Parties shall ascertain from all appropriate Governmental Authorities whether and, if so, on what terms, lot-line adjustment or other appropriate Subdivision approval with respect to Site A and Site B may be effected in order to render two or more legal parcels, one parcel of approximately 4.33 acres (Parcel 1) which shall be further subdivided to include the Metro Plaza Site and Headquarters Site and a second parcel of approximately 2.23 acres (Parcel 2) which may also be further subdivided, all as more particularly shown on Exhibit A-1. After Closing, RTD shall, if approved by the City, at cost allocated pursuant to the Cost Allocations, expeditiously subdivide Parcel 1 into the Metro Plaza Site and the Headquarters Site (as shown on Exhibit A-1), and shall transfer as much FAR from the Metro Plaza Site to Parcel 2 as is required (after subtracting from the Required Phase II Square Footage the amount of FAR then available on Parcel 2) by law for construction of the Required Phase II Square Footage.

2.1.14 Street Vacation and Realignment. The Parties shall seek to obtain vacation from the City of those portions of Ramirez, Lyon and Vignes Streets located on the Site (as shown on Exhibit A-3) and agree to cooperate in satisfying conditions established by the City in connection therewith. The Parties shall also seek to obtain (i) realignment by the City of the portion of Vignes Street forming the eastern boundary of the Site to a location further east and (ii) vacation of the existing Vignes Street right-of-way to the east of the Site, in order to expand the size of the Site by inclusion of the portions of the Additional Land described in clause (i) of that definition. In furtherance of such objective, RTD shall seek to acquire either fee title to or easement interest in (determined in its sole discretion) those portions of the Additional Land not owned by Catellus as of Closing as soon as practicable and in accordance with the Metro Rail EIS. Costs associated with such realignment shall be allocated pursuant to Section 5.4.1.2. In the event the Parties are successful in obtaining Vignes Street realignment such that Additional Land (as described in clause (i) of that definition only) is created, and provided such realignment takes place following Closing, the Parties shall divide any Additional Land so created such that Catellus shall own in fee those vacated portions of Vignes Street immediately adjacent to Parcel 2 and RTD shall own in fee those vacated portions of Vignes Street immediately adjacent to Parcel 1, as shown on Exhibit A-3. In

addition, as soon as practicable following its acquisition of such property, Catellus shall, with respect to portions of such property acquired by it pursuant to the above-described realignment, grant to RTD, at no cost to RTD, a Public Transit Easement permitting construction of Phase II Public Parking subjacent to and access to such parking on the surface of the Additional Land described in clauses (i) and (ii) of that definition, but shall reserve to itself all FAR and all other development rights with respect to such Additional Land.

2.1.15 Physical/Environmental Project Area Review.

Each Party has or shall provide to the other Party and to such Party's consultants all physical and environmental information and data generated by it or its consultants (and made available to it) with respect to the Project Area and all other information known to that Party pertinent to the environmental condition of the Project Area including copies of all permits and notices received from Governmental Authorities or third party claims relating to the environmental condition of the Project Area. The Parties shall continue to provide to each other all data and information generated with respect to the Project Area necessary or appropriate to determine the physical condition and suitability of the Project Area, the current environmental condition of the Project Area and the development impact of the Project on the environment, including data and information on traffic, soil, groundwater, air quality, geological/seismic, archaeological and the presence of hazardous or toxic substances, materials, or wastes as defined by any environmental law, rule or regulation (including petroleum, asbestos, polychlorinated biphenyls, flammable explosives or radioactive materials). Each Party is responsible for ascertaining to its satisfaction the environmental and physical suitability of the portions of the Project Area that it will own or in which it will have an easement interest immediately following Closing and each shall have the right to commission an environmental assessment, including environmental testing, with respect to such portion. The Parties have entered into a Right of Entry Agreement governing the terms and conditions by which each shall grant access to the other for purposes of such environmental assessment. If the environmental assessment discloses the presence of any hazardous or toxic substances, materials or wastes as defined by the laws, rules, or regulations of any applicable Governmental Authorities in an amount in violation of any laws, rules, regulations or standards of any applicable Governmental Authority or requiring further investigation or Remediation thereunder, the Party owning the parcel upon which such hazardous or toxic substances, materials or wastes are discovered shall promptly determine the estimated costs of investigation and Remediation of same. Thereafter, the Parties shall negotiate in good faith and enter into a "Remediation Agreement" which shall address, among other things, the following issues:

(i) identification of the nature and extent of the environmental condition to be Remediated;

(ii) approval of a qualified consultant with experience in investigation and Remediation of the type of environmental condition(s) identified at the Project Area;

(iii) description of additional testing or Project Area characterization required;

(iv) the procedure to select the appropriate type of Remediation to be implemented, if reasonably necessary to satisfy requirements for financing or as required by any Governmental Authority with jurisdiction over the Project Area or to comply with any environmental law, rule or regulation;

(v) approval of a Remediation plan prior to commencing Remediation;

(vi) establishment of the responsibilities of the Parties in providing required notice to and negotiating with Governmental Authorities with jurisdiction over the Remediation or other third parties;

(vii) indemnification;

(viii) identification of the costs of Remediation and the source of funds to be used to pay such costs;

(ix) identification of the method of payment of costs of Remediation whether through Escrow or otherwise;

(x) description of the clean-up standards to be achieved by Remediation or the process to determine when Remediation is complete and compatible with the development of the Project Area; and

(xi) establishment of provisions for any long-term operation and maintenance, including but not limited to periodic testing and monitoring, as may be required by applicable Governmental Authorities in connection with the Remediation.

In the event the reasonably estimated costs of investigation and Remediation of either Site A, Site B or the remaining portion of the Project Area exceeds One Million Dollars (\$1,000,000), the Parties shall negotiate in good faith to allocate such costs and liabilities in excess of such limit, provided that neither Party shall be required to pay an amount in excess of the limit set forth above and in the event of an inability to agree to a mutually acceptable allocation of costs, the Parties may terminate this Agreement. Costs shall include expenses incurred in connection with planning, engineering, testing, treatment, storage, consulting, disposal of wastes, and fees and taxes incurred in connection with Remediation.

2.1.16 CEQA Documents. RTD proposes to be the Lead Agency with respect to the environmental impact assessment required by CEQA with respect to the Phase I Improvements and initially with respect to the Phase II Improvements, subject to agreement with the City, and shall be responsible for the preparation and review of the Environmental Impact Report with respect to the Project ("EIR"), to be prepared with respect to development of such improvements, as required. RTD shall provide Catellus with copies of all draft documents and shall consult with Catellus in the preparation and review of any EIR or other CEQA documents concerning the Project. Catellus shall provide to RTD all data and information reasonably necessary to assist in preparation of any necessary EIR or other CEQA documentation.

2.1.17 Contractors, Vendors, Suppliers. Gateway shall review, evaluate and select consultants, contractors and vendors for Phase I in accordance with the Project Schedule and the Design and Construction Agreement.

2.1.18 Reciprocal Easement and Operating Agreement. The Parties shall seek in good faith to prepare a mutually acceptable draft of the REOA within ninety (90) days after the effective date of this Agreement and shall develop the Design Guidelines and other exhibits required therefor. The REOA so negotiated shall be finally approved as to form only by Catellus and the staff of RTD at or prior to Closing. The REOA shall, at Closing, be deposited with a custodian approved by the Parties, subject to mutually acceptable procedural instructions including an instruction stating that upon certification of an EIR which is consistent with the REOA as then drafted and final approval of the Project by the RTD Board of Directors, the Parties shall approve and execute the REOA in recordable form and the custodian shall cause the REOA to be recorded in the Office of the Los Angeles County Recorder at the joint expense of the Parties.

Unless required by the EIR, the REOA shall not thereafter be modified and shall be approved and executed as set forth above. In the event that no EIR is certified for the Project, the REOA shall not be executed or recorded. In the event that the EIR certified with respect to the Project requires modification to the REOA, the Parties hereby agree to seek in good faith to modify the REOA in a manner which is acceptable to each and which conforms to the EIR determinations and if successful shall thereafter execute the modified REOA in recordable form and submit it to the custodian who shall cause the REOA to be recorded. Upon execution of the REOA, it and the exhibits thereto shall become binding upon the Parties. The REOA shall, by its terms, survive termination of this Agreement and shall remain in effect for a period of at least sixty (60) years.

2.1.19 Main Concourse. RTD and Catellus shall jointly establish the planning, financing, design and construction feasibility and objectives of the Main Concourse subject to Section 1.2.4.1.

2.1.20 Traffic and Transportation Study/Design. Prior to Closing, the Parties shall jointly coordinate and allocate financing for a traffic and transportation study with respect to construction of the Project on the Project Area to be carried out by a transportation/traffic consultant acceptable to both Parties, in accordance with the requirements established by RTD and the City. The results of such study shall be incorporated into all appropriate CEQA documents.

2.1.21 Management Documents. The Parties shall seek in good faith to prepare the Management Documents and to execute a PMA incorporating the Management Standards and the other Management Documents as soon as practicable following the effective date of this Agreement, but in no event later than six (6) months following the Phase I Improvements Construction Start Date, except as otherwise required by Section 2.2.12.

2.2 Closing Conditions. Provided that all of the Closing Conditions have been satisfied or waived, and in accordance with the procedures established by Section 2.4, the Parties shall open Escrow. The following constitute the Closing Conditions which, except as otherwise set forth, must be satisfied for the mutual benefit of, and may be waived only by, both Parties. Disputes between the Parties with respect to these Closing Conditions shall be resolved in accordance with the provisions of Section 8.1.3. Upon Closing, all conditions precedent thereto shall be deemed waived by each Party for whom they are of benefit.

2.2.1 Performance. Each Party shall duly perform each undertaking and agreement to be performed by it at or prior to Closing hereunder.

2.2.2 Insolvency, Bankruptcy. At no time prior to Closing shall any of the following have been done by, against or with respect to the other Party: (a) the commencement of a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law, which (i) is commenced by the other Party, (ii) results in an adjudication of bankruptcy or insolvency, or (iii) is commenced against the other Party, and is not dismissed within ninety (90) days after commencement; (b) the appointment of a trustee or receiver of any property interest constituting more than ten percent (10%) of the assets of the other Party; (c) an assignment for the benefit of creditors; or (d) the admission in writing by the other Party that it cannot meet its obligations as they become due with or without the normal use of credit.

2.2.3 Title Review/Ownership of Project Area.

2.2.3.1 Ownership. Project Area ownership (currently and "post-Closing") is described in Section 1.3.

2.2.3.2 Title. The Parties shall obtain ALTA extended form preliminary reports ("PTR") from the Title Company, shall jointly commission an ALTA survey of the Project Area acceptable to the Title Company and shall ensure that a copy of the survey is delivered to the Title Company within sixty (60) days after the effective date of this Agreement. Each Party owning a portion of the Project Area shall be, as to that portion, "Seller" and the Party acquiring title to that portion (whether in fee or by grant of Public Transit Easement or other easement) shall be, as to that portion, "Buyer." As soon as the survey has been delivered to the Title Company, Seller shall cause the Title Company to issue a supplement (the "Supplement") to the PTR, showing such additional matters which the Title Company would take exception to if it were issuing an Owner's Policy with respect to the relevant property to Buyer on the date the Supplement is issued, and upon issuance, Seller shall provide the PTR, survey and Supplement to Buyer together with copies of all items referred to therein as exceptions to title. With respect to any exceptions to title or other matters including special assessments shown on the PTR, survey or Supplement, Buyer may, within thirty (30) business days after receipt of the Supplement, disapprove by written notice any such exceptions ("Disapproved Exceptions"). Buyer's failure to provide such written notice on or before such date shall constitute approval of the condition of title as shown on the PTR, survey and Supplement. Within twenty (20) business days following Seller's receipt of Buyer's notice of Disapproved Exemptions, Seller shall notify Buyer in writing that: Seller has removed such Disapproved Exceptions from title; Seller covenants to do so as of or before Closing; or Seller will not remove specified Disapproved Exceptions. If Seller covenants to remove any Disapproved Exceptions, such removal shall be a condition precedent to Closing and Buyer's obligations hereunder, and failure to effect such removal shall be a breach by Seller of this Agreement. The tenth (10th) business day after delivery to Buyer of Seller's notice is called the "Title Decision Date" in this Agreement. If Seller, within the time period aforesaid, does not remove or covenant in writing to remove any such Disapproved Exception, Buyer shall have the option to terminate this Agreement on or before the Title Decision Date. Failure to terminate the Agreement in this manner shall be deemed a waiver by Buyer of its objection to such Disapproved Exception, and the Parties shall proceed to Closing, in which case Seller shall have no obligation to remove such Disapproved Exception from title. The exceptions to title shown by the PTR, survey and Supplement, except for the Disapproved Exceptions which Seller removes or covenants to remove, are called the "Permitted Exceptions" in this Agreement. Notwithstanding the foregoing, Seller shall in any event be required to discharge and remove any and all liens affecting the portion of the Project Area owned by it which secure an obligation to pay money (other than installments of real estate taxes or assessments not delinquent as of the Closing) and, even though Buyer does not disapprove those liens, Seller shall be obligated to remove them.

2.2.4 Budget. The Parties shall have prepared, or shall have caused to be prepared, and agreed upon the Predevelopment Budget accurate to the date of Closing and containing cost estimates with respect to the remainder of the Predevelopment Period. In addition, the Parties shall have prepared, or caused to have prepared, and approved an updated Phase I Budget and a preliminary Phase II Budget, each to the appropriate level of specificity as required by standard development practice, and shall have, at a minimum, established therein basic line items to be required, Cost Allocations or the methodology therefor as more fully described in Section 5.4, and a

declaration for reimbursement with respect to such items. In addition, each Party shall present a breakdown of Predevelopment Costs incurred through the Closing Date, and RTD shall, as a condition of Closing, reimburse Catellus for all Predevelopment Costs incurred by Catellus to the Closing Date and not previously reimbursed pursuant to Section 5.5.1, provided such Predevelopment Costs have been submitted to RTD in sufficient time to permit RTD to exercise its approval rights pursuant to Section 5.5.1 and then, only to the extent such costs are approved by RTD.

2.2.5 Financing. The Parties shall have prepared a preliminary Financial Plan with respect to funding of Phase I, Phase II to the extent feasible, and the Public Transit Improvements, as more fully described in Section 5.2.1. RTD shall have obtained funds or financing with respect to acquisition of the Public Transit Use Areas, construction of the Public Transit Improvements and the Closing Price, in amounts and from sources determined by RTD in its sole discretion and Catellus in its reasonable discretion to be appropriate for such acquisition and construction.

With respect to Phase I Improvements financing, as a condition precedent to Closing for the sole benefit of RTD, RTD shall be satisfied in its sole discretion that it can finance Phase I with tax-exempt funds. As a condition of Closing solely for the benefit of RTD and notwithstanding any other provision of this Agreement, the parties agree that certain provisions of this Agreement (including definitions and terminology) will be amended to the extent necessary to permit, in the opinion of bond counsel selected by RTD, the tax-exempt financing of, at least, the portion of the Project to be financed by RTD. However, neither Party shall be obligated to make any such amendment if the same adversely affects the economic rights or benefits conferred upon that Party under this Agreement or imposes upon it additional obligations or burdens, and if such changes are rejected by Catellus, it shall be grounds for good faith termination of this Agreement by RTD. In addition, RTD shall be satisfied in its sole discretion and shall have shown to Catellus' reasonable satisfaction (taking into account the fact that, at the time of Closing, RTD shall be at a preliminary stage with respect to design, construction and financing of Phase I, the size and phasing of the Phase I Improvements and the fact that the approvals required to permit construction of the Phase I Improvements shall not have been obtained) that RTD, subject to applicable laws and regulations, including CEQA compliance, is willing and able to raise sufficient funds to pay for the estimated cost of constructing the Phase I Improvements, in an amount at least equal to the estimate of the aggregate cost thereof as set forth in the Budget. The raising of such funds may be from the issuance of taxable or tax-exempt financing, at RTD's election. There shall be a presumption (rebuttable by Catellus only upon a showing that RTD does not have such willingness or ability by objective evidence upon which a reasonably prudent businessperson would rely) that said proof of willingness and ability has been met upon RTD's delivery to Catellus of a Financial Plan complying with said Budget and letters addressed to Catellus from each of the following:

(i) bond counsel reasonably satisfactory to Catellus stating that such bond counsel is prepared to issue its opinion favorably opining as to the ability of RTD to issue certificates of participation for construction of the Phase I Improvements, taking into consideration the requirements of this Agreement; and

(ii) an underwriter reasonably satisfactory to Catellus stating that such underwriter has been retained initially by RTD with respect to the feasibility of issuance of such certificates of participation.

2.2.6 Work Plans. The Parties shall, at a minimum, have prepared or caused to be prepared and mutually approved Design Development Documents with respect to Phase I. The Parties shall finalize the plan for the proposed Project parking in a manner which meets, at a minimum, the standards set forth in Sections 1.2.1.2, 1.2.2.2 and 1.2.3. The exact number and location of Phase I Public Parking shall be described in the Phase I Design Development Documents and approved by the Parties as a condition precedent to Closing. As a condition precedent to Closing solely for the benefit of RTD, the exact number and location of Phase II Public Parking shall be described in schematic design documents and approved by RTD. Notwithstanding the foregoing sentence, if the schematic design documents for the entirety of Phase II are prepared to the satisfaction of Catellus prior to Closing, then RTD shall be required to approve such document as a condition precedent to Closing. The schematic design documents for the Phase I Public Parking and the Phase II Public Parking may be combined in the same documents. Waiver by RTD of its approval of the Phase II schematic design documents as a condition to Closing shall not deprive RTD of its rights to review and approve such documents upon their completion. Approval by RTD of the Design Development Documents for Phase I shall constitute RTD's agreement that the Phase I Improvements, if constructed in accordance with such Design Development Documents, constitutes a Signature Building. The Parties shall jointly agree on the planning, financing, design and construction objectives and criteria for Phase II.

2.2.7 Schedules. The Parties shall have prepared or caused to be prepared and mutually agreed upon preliminary Predevelopment Period and Project Schedules.

2.2.8 FAR/Entitlements/Approvals. RTD shall have received from the City or appropriate departments thereof written confirmation that the City concurs with RTD's assumption of Lead Agency status under CEQA (with respect to both Phase I and Phase II), and written confirmation from the City or appropriate departments thereof that as to Phase I, RTD is exempt from or in compliance with the provisions of the Los Angeles Planning and Zoning Code. Said written confirmations shall be in form and substance satisfactory to Catellus in its reasonable discretion. With respect to Parcel 2, the City shall have accepted, or confirmed in writing (in form and substance satisfactory to Catellus in its reasonable discretion) that it will accept, if complete, an application for the Phase II development which shall contain both Parcel 2 and the Metro Plaza Site, proposing to credit to Parcel 2 FAR entitlements which would otherwise be available for the benefit of the latter, up to the number established pursuant to Section 2.1.13. Notwithstanding the foregoing, RTD shall have the right to terminate this Agreement if it determines in its reasonable discretion that CEQA or other requirements or approvals necessitated in connection with City approval of said written confirmations shall delay the Closing to such an extent that the Phase I Public Transit Improvements will be delayed beyond the later of the Revenue Operation Date or June 1, 1993.

2.2.9 Subdivision Approval. The Governmental Authorities in question shall be ready, willing and able to subdivide the Site into Parcel 1 and Parcel 2 in the manner shown in Exhibit A or otherwise as agreed to by the Parties. The Parties shall seek a lot line adjustment and if the City approves that form of processing of parcel division, the Parties shall proceed to Closing. If more complex methods of Subdivision are required, the Parties shall, as a Closing Condition, obtain such Subdivision in the manner requested by the City prior to Closing. In the latter event or if CEQA determinations are required with respect thereto, either Party may terminate this Agreement pursuant to Section 8.1 if it determines, in its reasonable discretion, that the Subdivision approval in question cannot be

accomplished by a method and within a time period agreeable to such Party. The Subdivision required to create Parcel 1 and Parcel 2 shall be recorded at, and not before, Closing. Other Subdivision required pursuant to this Agreement may be undertaken either at or following Closing.

2.2.10 Street Vacation and Realignment.

2.2.10.1 Vignes Street Realignment. As a condition solely for the benefit of Catellus, Catellus shall be satisfied in its sole discretion that the Vignes Street realignment (including acquisition by RTD of the portions of the Additional Land not currently owned by Catellus) is both feasible and sufficient to allow Phase II to be developed substantially as contemplated by this Agreement and that it is likely to occur within three (3) years after the Closing Date generally in the manner shown in Exhibit A-3 (or in a manner otherwise satisfactory to Catellus in its sole discretion). Prior to terminating this Agreement pursuant to this paragraph, Catellus shall (a) consult with the Governmental Authorities and seek to ascertain their views and available options, if any, and (b) consult with RTD in order to explore mutually agreeable development alternatives.

2.2.10.2 Other Street Vacation. The Parties shall use good faith efforts to determine no later than Closing all of the terms and conditions which the City requires as preconditions to the vacation of the portion of Vignes Street described in Section 2.2.10.1 and the portions of Ramirez, Lyon and Vignes Streets located upon the Site, as shown on Exhibit A-3. The Parties shall be mutually satisfied in their sole discretion, upon determination of said terms and conditions, as to the likely costs and expenses of complying therewith or they shall otherwise deal with such terms and conditions to their mutual satisfaction. Any such costs and expenses mutually approved by the Parties as aforesaid shall be divided between the Parties pursuant to the Cost Allocations.

2.2.11 Physical/Environmental Project Area Review. RTD shall have reviewed the physical suitability of the portions of the Project Area to be acquired by it (in fee or by easement) and Catellus shall have reviewed the physical suitability of the portions of the Project Area to be acquired by it for purposes of development and construction of the Project and, each Party having identified items requiring activity on property owned or controlled by the other, such items shall be resolved either by Remediation in a manner reasonably satisfactory to the Party requesting the work, or by execution of a Remediation Agreement by the Parties, containing a Remediation plan acceptable to each Party in its sole discretion, all in accordance with the provisions of Section 2.1.15. Physical site suitability shall include traffic, soil, groundwater, air quality, geological/seismic, the presence of hazardous or toxic wastes, materials or substances and archaeological conditions on the respective parcels.

2.2.12 Reciprocal Easement and Operating Agreement. The Parties shall have prepared the REOA (which shall be held for formal approval by the Board of Directors and execution pursuant to Section 2.1.18, pending CEQA approval with respect to the Phase I Improvements and the Phase II Improvements) which shall include Design Guidelines, the Management Standards and description of the JMC and Management Areas mutually acceptable to the Parties.

2.2.13 Tunnel Access. As a condition concurrent to Closing, the Parties shall have prepared, approved and executed a Tunnel Access Agreement by which RTD shall receive from Catellus (and any other parties having an interest therein as required by RTD) a permanent, non-exclusive, insurable right of access for the public from public thoroughfares to and through the Tunnel, from

Vignes Street to the East Portal and from Alameda Street to the west entrance of Metro Rail and the Tunnel located at Union Station. Subject to the provisions of Section 5.4.5, RTD shall not be required to purchase the aforesaid rights from Catellus or from any other party having an interest therein.

2.2.14 Main Concourse. The Parties shall commence the feasibility study described in Section 1.2.4.1.

2.2.15 Traffic Study. The Parties shall agree upon a traffic consultant, allocate funds required to conduct, and authorize and cause such consultant to commence a traffic and transportation study with respect to the Site. The cost of the traffic study shall be allocated pursuant to the Cost Allocations.

2.2.16 Public Transit Use Areas. As a condition precedent to Closing, the Parties shall have prepared a Public Transit Use Agreement with attachments as described in Section 9, containing the terms set forth in Exhibit D-1 and such other items as the Parties may agree to include. The Parties shall establish in the Public Transit Use Agreement the metes and bounds description of the Public Transit Use Areas and shall prepare, agree upon and attach the Map of Use Areas (substantially as shown on Exhibit D-2) and the Public Transit Use Area List (permitting construction of improvements as described on Exhibit D-1 and shown on Exhibit D-3) each as more fully described in Section 9. The Public Transit Use Agreement shall be recorded concurrently with Closing as a condition thereof.

2.2.17 Utilities. The Parties shall ascertain that utilities, including water, sewer, electricity, telephone and gas are sufficiently available at commercially reasonable cost for use on the Site to support the uses of the Site proposed in this Agreement.

2.2.18 Flood Zone. The Parties shall determine the ramifications of location in a flood zone on financing and development of the Project Area. Inability to develop the Project Area as proposed in this Agreement due to flood zone issues shall be cause to terminate the Agreement, pursuant to the provisions of Section 8.1.

2.2.19 Leasing Criteria. The Parties shall agree on Leasing Criteria with respect to Phase II.

2.2.20 Design and Construction Documents. The Parties shall form Gateway as a not-for-profit corporation in accordance with the laws of the State of California, RTD and Gateway shall enter into the Design and Construction Agreement and Catellus and Gateway shall enter into a Construction Management Agreement in the form and substance of Exhibit F.

2.3 Closing Representations and Warranties. Each Party hereby represents and warrants to the other, for itself, as to the items set forth in the following paragraphs. Where included, "to the best of its knowledge and belief" means, with respect to Catellus, only matters or facts actually known to its officers and directors and personnel involved in this Project, the Project Area or development of Union Station (and shall not include knowledge of matters or facts known to any personnel of its predecessor Santa Fe Pacific Corporation, unless actually known also to such officers and directors of Catellus); with respect to RTD, shall mean only matters or facts actually known to the Joint Headquarters Development Committee (past and present members) of RTD since its founding in September, 1990; and with respect to either Party, shall not include deemed or imputed knowledge, but shall include a requirement of investigation into facts known to any of said individuals which a reasonably prudent businessperson would have acted upon in making further investigations, but excludes any further duty of investigation. RTD represents and

warrants that the RTD Joint Headquarters Committee includes all RTD personnel who are involved in this Project, the Project Area or development of RTD's property at the Site.

2.3.1 No Defaults. It is not in default with respect to any of its obligations or liabilities pertaining to any portion of the Project Area, and there are not now any state of facts or circumstances or conditions or events which, after notice or lapse of time, or both, would constitute or result in any such default.

2.3.2 Binding Agreement and Authority. This Agreement and the agreements herein provided to be executed by the Parties are duly authorized, executed and delivered by and are binding upon the same. It is duly authorized and qualified to do all things required of it under this Agreement. Except as set forth in this Agreement, nothing prohibits or restricts its right or ability to close the transactions contemplated hereunder and carry out the terms hereof. Neither this Agreement nor any Development Document nor anything provided in or contemplated by this Agreement or any Development Document does now breach, invalidate, cancel, make inoperative or interfere with or result in the acceleration of maturity of any contract, agreement, lease, easement, right or interest affecting or relating to itself or any portion of the Project Area.

2.3.3 Compliance with Law. Except as set forth on Exhibits H-1 and H-2, it has not received any written notice that, nor to its best knowledge and belief do, any Governmental Authorities or any employee or official thereof consider the Project Area or any portion thereof to have failed to comply with any law, ordinance, regulation or order or that any investigation has been commenced or is contemplated respecting any such possible failure of compliance, and that there are no unsatisfied written requests for repairs, restorations, remediation or improvements from any person, entity or authority, including, but not limited to, any Governmental Authority.

2.3.4 No Governmental Actions. There are no actions, suits or proceedings pending nor, to the best of its knowledge and belief, threatened before or by any judicial body or any Governmental Authority other than RTD (and as shown on Exhibit I-1) against or affecting the Project Area or any portion thereof, except as indicated on Exhibits I-1 and I-2.

2.3.5 No Condemnation. There are no pending nor, to the best of its knowledge and belief, other than with respect to Vignes Street realignment, contemplated condemnation or annexation proceedings by Governmental Authorities other than RTD (and as shown on Exhibit I-1) affecting the Project Area or any part thereof, nor any intended public improvements which will result in any charge being levied or assessed against the Project Area or in the creation of any lien upon the Project Area, other than as contemplated by this Agreement, except as indicated on Exhibits I-1 and I-2.

2.3.6 No Leases. There are no leases, licenses, easements or other agreements entered into by it which permit, nor to the best of its knowledge and belief are there any other leases, licenses, easements or agreements nor has it entered into any course of conduct which would permit any person or entity to occupy any portion of the Project Area or otherwise affecting the Project Area or any part thereof, except as set forth or referred to on Exhibits J-1 and J-2, and to the best of its knowledge and belief, there are no service contracts affecting the Project Area, except as set forth on Exhibits K-1 and K-2.

2.3.7 No Commitments. To the best of its knowledge and belief, it has not entered into any agreement with any Governmental Authority, which agreement relates to the Project

Area or imposes upon it or its successors or assigns any obligation to pay or contribute property or money or to construct, install or maintain any improvements on or off the Project Area, except as set forth on Exhibits L-1 and L-2.

2.3.8 No Taxes. To the best of its knowledge and belief, except for the lien for current, non-delinquent property taxes, it does not have any liability for any taxes, nor any interest or penalty in respect thereof, of any nature that may be assessed against the owner of the Project Area or become a lien against the Project Area.

2.3.9 Access. To the best of its knowledge and belief, there are no facts or conditions which will result in the termination of the present access from the Project Area to any utility services or to public roads, except as set forth in this Agreement.

2.3.10 No Impediments. To the best of its knowledge and belief, no changes are contemplated in any applicable laws, ordinances, or restrictions, or any judicial or administrative action, no actions are contemplated by adjacent landowners, and no natural or artificial conditions (other than potential physical environmental hazards) upon the Project Area or any portion thereof exists which would prevent, limit or impede the development or use thereof for the Project.

2.4 Closing Procedure.

2.4.1 Closing. Within fifteen (15) business days after satisfaction or waiver of the Closing Conditions set forth in Section 2.2, the Parties shall open Escrow with a qualified escrow agent licensed to do business in the State of California mutually acceptable to them ("Escrow Agent"), through which the Closing shall be consummated. If said satisfaction or waiver shall not have occurred on or before February 19, 1992 (as such date may be extended as described below, the "Satisfaction Date"), then either Party shall have the right to terminate this Agreement by provision of written notice to the other Party on or before such Satisfaction Date in accordance with Section 8.1. In the event that neither Party timely terminates this Agreement as aforesaid, then the Satisfaction Date shall automatically and successively be extended to the first business day occurring on successive thirty (30) day increments thereafter which shall then become the Satisfaction Date, and on or before each such date, either Party may terminate this Agreement by the aforesaid procedure. Failure to terminate on or before any Satisfaction Date shall automatically extend such date as aforesaid, but in no event may the Satisfaction Date be extended beyond December 15, 1996 (the "Final Satisfaction Date") and this Agreement shall automatically terminate on the date which is thirty (30) days after the Final Satisfaction Date if satisfaction or waiver shall not have occurred by such date. If said satisfaction or waiver shall have occurred on or before any Satisfaction Date, however, then the Parties shall thereupon establish a Closing Date to be no later than two (2) months after such Satisfaction Date and shall diligently proceed to fulfill the Closing Requirements set forth on Exhibit G. Within five (5) business days after opening escrow, Closing instructions mutually acceptable to the Parties and their counsel including the Closing Requirements attached as Exhibit G shall be delivered to Escrow Agent, which shall thereby be authorized and instructed to deliver pursuant to the terms thereof documents and monies to be deposited into Escrow. The obligation of each Party to consummate the Closing is subject to satisfaction or waiver of the conditions for such Party's benefit set forth in Exhibit G through the Closing Date. Upon waiver or satisfaction of any Closing Condition or Closing Requirement, such waiver or satisfaction cannot be rescinded by the Party entitled to satisfaction or waiver, unless a Change in Circumstance has occurred pertaining to the matter in question, in which event said

Party may rescind on or prior to the Closing Date. The Escrow Agent shall be permitted to attach to such instructions its standard form escrow agreement which shall be incorporated into such instructions to the extent consistent therewith, and for the benefit of Escrow Agent. Neither Party shall, during the term of this Agreement, through and including the Closing Date, affect title to or possession of the portions of the Project Area owned by it except as may be agreed to by the Parties in writing. Fee title to Parcel 1 subject to the Permitted Exceptions shall be delivered to RTD by Grant Deed in the form and substance of Exhibit P-1 at Closing. Fee title to Parcel 2, subject to the Permitted Exceptions and to conditions to street vacation imposed by the City, shall be delivered to Catellus by Grant Deed in the form and substance of Exhibit P-2 at Closing. Simultaneously with Closing, Escrow Agent shall record the Grant Deeds, the Public Transit Use Agreement (establishing the Public Transit Use Areas, the rights and use restrictions thereon and the grant from Catellus to RTD of a Public Transit Easement upon Parcel 2, the Additional Land and the West Property as described in Section 1.1.2), the Memorandum of Development Agreement (substantially in the form attached as Exhibit R) and the Tunnel Access Agreement.

2.4.2 Payment. In consideration for the exchange of the Parties' respective fee interests in the Site and the grant of all easements, including the Public Transit Easements (whether granted at or at any time following Closing), RTD shall timely deliver to Escrow Agent immediately available funds in an amount sufficient for Escrow Agent to deliver to Catellus at Closing the Closing Price.

2.5 Public Transit Conditions. The following tasks are to be carried out by the Parties following Closing and are in each instance to be either satisfied by the Parties or waived by the benefited Party prior to the Public Transit Construction Start Date, as a condition to the construction of the Phase I Public Transit Improvements. Upon satisfaction or waiver of all of the Public Transit Conditions, the Phase I Public Transit Improvements shall be constructed in accordance with the provisions of the Design and Construction Agreement.

2.5.1 Budget and Financial Plan. RTD and Gateway shall have prepared a finalized and detailed Predevelopment Budget, Phase I Public Transit Budget and Financial Plan with respect to Phase I. The Financial Plan shall include the Cost Allocations.

2.5.2 Financing. RTD shall have assured itself and Catellus, each in their sole discretion, that it has raised sufficient funds to pay for the estimated cost of constructing the Phase I Public Transit Improvements, pursuant to Section 5.

2.5.3 Construction Documents. RTD and Gateway shall have completed and mutually approved the Construction Documents with respect to the Phase I Public Transit Improvements and to the extent required to commence construction of such improvements, the Construction Documents relating to the Phase I Improvements shall also be approved. All such Construction Documents shall be consistent with the previously approved Design Development Documents.

2.5.4 Schedules. RTD and Gateway shall have completed and mutually approved the Project Schedule with respect to the Phase I Public Transit Improvements, which schedule shall provide for substantial completion of the Phase I Public Transit Improvements no later than the later of June 1, 1993 or the Revenue Operation Date, unless otherwise agreed. RTD acknowledges that said date cannot be met unless RTD is able to secure all financing and sufficient permits and government approvals to allow the Public Transit Construction Start Date to occur on or before

March 1, 1992. If such date cannot be met, the Project Schedule shall be revised and a new Project Schedule shall be prepared and approved by RTD and Gateway in accordance with the requirements of the Design and Construction Agreement.

2.5.5 Permits/Approvals. Gateway shall have obtained such plan check approvals and grading and building permits with respect to the Phase I Public Transit Improvements, if any, as are required by the City (which approvals may be set forth in the writing, confirmation or acceptance of the City referred to in Section 2.2.8) or such other permits or approvals, if any, as are required by Governmental Authorities as a condition precedent to commencement of construction of such improvements.

2.5.6 CEQA Documents. Such CEQA documents as may be required with respect to the Phase I Public Transit Improvements shall be completed and certified by the Lead Agency therefor and the time period for challenges shall have elapsed.

2.5.7 Contractors, Vendors, Suppliers. Contractors, vendors and suppliers shall have been chosen for the Phase I Public Transit Improvements pursuant to the Design and Construction Agreement, and all goals for DBE contracting established by RTD (as shown in Exhibits O-1 and O-2) with respect to such construction shall have been met.

2.6 Phase I Improvements Conditions. In addition to the Public Transit Conditions which must be satisfied or waived prior to the Phase I Improvements Construction Start Date, the following Phase I Improvements Conditions must be satisfied or waived by the benefited Party prior to the Phase I Improvements Construction Start Date.

2.6.1 Budget and Financial Plan. RTD and Gateway shall have prepared or caused to be prepared a finalized and detailed Phase I Improvements Budget, pursuant to Section 5.

2.6.2 Financing. RTD shall have assured itself and Catellus, each in their sole discretion, that it has raised sufficient funds to pay for the estimated cost of constructing the Phase I Improvements.

2.6.3 Construction Documents. RTD and Gateway shall have completed and mutually approved the Construction Documents with respect to the Phase I Improvements. All such Construction Documents shall be consistent with the previously approved Design Development Documents.

2.6.4 Schedules. RTD and Gateway shall have completed and mutually approved the Project Schedule for the Phase I Improvements, which schedule shall be consistent with the required schedule of completion for the Public Transit Improvements and the Phase I Improvements. Gateway shall seek to cause the third parties contracting with it with respect to such construction to substantially complete (i.e., readiness for move-in) the Phase I Improvements on or before September 1, 1994 or by such other date as the RTD and Gateway may agree in the Project Schedule. Unless all environmental impact and building approvals are secured on or before September 30, 1992, said date cannot be met and the Project Schedule will be revised and a new Project Schedule shall be prepared and approved by RTD and Gateway in accordance with the Design and Construction Agreement.

2.6.5 Permits/Approvals. Gateway shall have obtained such plan check approvals and grading and building permits, if any, as are required by the City with respect to the Phase I Improvements (which approvals may be set forth in the writing, confirmation or acceptance of the City referred to in Section 2.2.8) or such other permits or approvals, if any, required by Governmental Authorities as a condition precedent to commencement of construction of such improvements.

2.6.6 CEQA Documents. The Lead Agency shall have completed and certified all environmental documents in connection with Phase I and such other portions of the Project as are required to satisfy CEQA and the time period for challenges shall have elapsed.

2.6.7 Contractors, Vendors, Suppliers. Contractors, vendors and suppliers shall have been chosen for Phase I pursuant to the Design and Construction Agreement and all goals for DBE contracting established by RTD (as shown on Exhibits O-1 and O-2) with respect to such construction shall have been met.

2.6.8 Main Concourse. The Parties shall have completed the Main Concourse feasibility study described in Section 1.2.4.1. If the Parties determine to construct the Main Concourse as part of Phase I, provisions for the Main Concourse must be included in the Phase I Budget, Financial Plan, Work Plans and Project Schedule described in this Section 2.6 and shall be subject to Cost Allocations as described in Section 5.4.

2.6.9 Traffic Study. The Parties shall have completed the traffic study and the CEQA documents shall reflect the results of such study. Conclusions of the study shall have been incorporated into the Design Development Documents and the Construction Documents for the Phase I Improvements, as appropriate.

SECTION 3. PHASE I DEVELOPMENT

3.1 Development of Phase I and the Phase II Public Parking. Within thirty (30) days following the effective date of this Agreement, RTD shall execute the Design and Construction Agreement with Gateway imposing upon Gateway the obligation to design and timely construct Phase I and, unless otherwise requested by RTD, the Phase II Public Transit Improvements. The Parties shall each own fifty percent (50%) of Gateway. Gateway shall have six (6) directors of whom three (3) shall be appointed by each of the Parties. Gateway shall enter into such agreements as it deems necessary, appropriate or convenient to discharge the obligations of Gateway to RTD under the Design and Construction Agreement including an agreement with (i) the Architect, (ii) the contractor(s) chosen to construct the above-described improvements, (iii) Catellus (requiring performance of the construction management obligations set forth in Exhibit F attached hereto) and (iv) RTD (requiring payment, procurement of services, environmental assessment, monitoring and such other approval as may be required by the Parties). Each Party hereby releases the other from all claims or causes of action arising from acts, failure to act, malfeasance or negligence with respect to design and construction of the aforesaid improvements except that the foregoing is not intended nor shall it be deemed to release either Party from (i) contractual obligations created between it and Gateway including the construction management duties and obligations of Catellus to Gateway as described in clause (iii) above and the obligations of RTD to Gateway as described in clause (iv) above and (ii) any claim that Gateway may bring against RTD or Catellus in respect to alleged breaches of such Party's obligations to Gateway under the aforesaid agreements. All costs, fees and expenses of Gateway in defending against lawsuits and claims of any kind which may be brought against it shall, to the extent not covered by insurance, be paid or funded as Project Costs.

If approved by Gateway, either Party may assign contracts for services which it has procured in connection with the aforesaid development to Gateway, and Gateway shall assume all liability therein imposed upon the assignor.

3.2 RTD Headquarters Commitment. To ensure that construction of the Phase I Improvements is a priority, RTD shall construct its headquarters office facilities (comprising at least 350,000 Rentable Square Feet) on Parcel 1 prior to construction of a headquarters office facility (i.e., a facility designed to house the offices of the General Manager of RTD and associated staff) in excess of 300,000 Rentable Square Feet within a one-mile radius of the perimeter property boundaries of the Headquarters Site; provided however, that this provision shall not prohibit RTD from full development of the "Macy/Vignes site" (located diagonally across Macy and Vignes streets from the Headquarters Site) for whatever other purposes it desires so long as construction on such site is not for a headquarters office facility. Such covenant shall not be applicable if either of the following conditions occur: (a) RTD obtains the prior written consent of Catellus to the contrary, which consent shall be provided pursuant to Section 4.10 and may be withheld by Catellus in its sole discretion or (b) RTD determines, in its reasonable discretion prior to the tenth (10th) anniversary of the effective date of this Agreement, that construction of the Phase I Improvements is technically or economically infeasible (to be determined by Arbitration if Catellus disagrees.) This covenant shall terminate upon the earlier of (i) the tenth (10th) anniversary of the effective date of this Agreement; (ii) termination of this Agreement (unless such termination is caused by RTD following the Public Transit Construction Start Date and RTD is found by court or Arbitration to have terminated this Agreement in bad faith); or (iii) construction by RTD of a headquarters office facility of at least 350,000 Rentable Square Feet on the Site. If RTD fails to construct the Phase I Improvements on the Site, it shall not vest in the Phase II Improvements.

SECTION 4. PHASE II DEVELOPMENT

4.1 General. Phase II will consist, if at all, of development by Catellus on Parcel 2 of the Phase II Improvements and the Phase II Public Transit Improvements in accordance with the provisions of Sections 1.2.2 and 1.2.3, the Work Plans for Phase II to be mutually approved by the Parties during the Predevelopment Period, the Design Development Documents and the Construction Documents. The Phase II Construction Documents shall conform to the Design Guidelines, shall provide for the Phase II Public Transit Improvements, if requested by RTD pursuant to Section 4.2.2, and shall include finalized traffic and parking plans. Development by Catellus of the Phase II Improvements shall be subject to Catellus' determination, in its sole and absolute discretion, that the same is economically feasible and will provide reasonable investment return. Following Closing, Catellus shall have exclusive authority with respect to all aspects of construction of the Phase II Improvements except as otherwise explicitly set forth in this Section 4. All Phase II Public Transit Improvements shall be designed and constructed in accordance with RTD standards for such improvements. The Phase II Public Transit Improvements shall be designed in accordance with RTD's design program and standards, which meet but need not exceed that program and those standards utilized with respect to the Phase I Public Transit Improvements. Construction of the Phase II Improvements shall not materially interfere with the completion of the Phase I Public Transit Improvements by the later of June 1, 1993 or the Revenue Operation Date, the continuing operation of such Phase I Public Transit Improvements following such date, or the construction or operation of the Phase I Improvements within the time schedule established herein.

4.2 Phase II Development. Catellus may develop Parcel 2 only as described in Section 1.2 and in this Section 4, and RTD shall have certain income and equity rights therein as described in Sections 6.1.3 and 6.1.5. The Phase II Improvements shall, at a minimum, meet the building standards of the Phase I

Improvements, provided that the Phase I Improvements have not been built to extraordinary standards as measured by standard development practice in the downtown Los Angeles market.

4.2.1 Catellus Phase II Commitment. To ensure that construction of the Required Phase II Square Footage is a priority, unless Catellus obtains the prior written consent of RTD to the contrary, which consent shall be provided pursuant to Section 4.10 and may be withheld by RTD in its sole discretion (a) Catellus shall construct the Required Phase II Square Footage on Parcel 2 prior to carrying out any other construction (exclusive of parking) on such parcel, and (b) Catellus shall not obtain a building permit with respect to a Competing Project until the earlier to occur of (i) Catellus' reasonable determination prior to the tenth (10th) anniversary of the effective date of this Agreement of technical or economic infeasibility of the Phase II Improvements (to be determined by Arbitration if RTD disagrees); or (ii) execution of leases with tenants for a minimum of seventy-five percent (75%) of the Required Phase II Square Footage (but in no event less than 450,000 Rentable Square Feet) and (x) if the Required Phase II Square Footage is contained in one building, or more than one building if the construction of such buildings is simultaneously commenced, acquisition of a funding commitment with respect to construction of said building(s) or (y) if the Required Phase II Square Footage is to be contained in more than one building and the buildings are not simultaneously commenced, commencement of construction of the final increment of the Required Phase II Square Footage. "Competing Project" means a commercial office development (aa) comprising at least 300,000 Rentable Square Feet; (bb) intended to be occupied by any New Tenant requiring a minimum of 100,000 Rentable Square Feet (said square footage to be determined by including Rentable Square Footage available to the proposed tenant by option exercisable within ten (10) years following the Phase I Move In Date); and (cc) located within the boundaries of the "Civic Center" and/or a one (1) mile radius of the perimeter property boundaries of Union Station, excepting therefrom the property currently owned by Catellus at Third Street and Santa Fe. Upon request by Catellus, RTD may, in its sole discretion, agree in writing to exclude from the aforesaid noncompete requirements specific parcels of property owned by Catellus and/or specific potential New Tenants on a case-by-case basis. The Parties hereby agree that an agreement by Catellus to develop a headquarters on property other than Parcel 2 for the Los Angeles Police Department shall not be subject to this noncompete clause. "New Tenant" means any potential commercial office tenant other than one (i) whose proposed lease in the Phase II Improvements RTD has disapproved or failed to approve pursuant to Section 7.3.2 or (ii) as to which Catellus demonstrates to RTD's satisfaction, determined in RTD's sole discretion, that Catellus has made a good faith effort to lease that portion of the Required Phase II Square Footage meeting the square footage requirements of the New Tenant.

This covenant shall terminate upon the earlier of (i) the tenth (10th) anniversary of the Phase I Move In Date; (ii) termination of this Agreement (unless such termination is caused by Catellus and Catellus is found by court or Arbitration to have terminated this Agreement in bad faith); or (iii) construction of the Required Phase II Square Footage on Parcel 2.

4.2.2 Phase II Public Parking. As a part of the Public Transit Use Areas owned by it, RTD shall have a Public Transit Easement constituting a perpetual easement upon the Phase II Public Parking Area permitting it at its sole cost and expense to construct, use, maintain, repair and access for itself and its permittees the Phase II Public Parking (see Section 1.2.3.2 and Exhibit A-4), in accordance with the provisions of Section 1.2.3.2 or as described below. The Public Transit

Easement with respect to the Parcel 2 Public Parking Area (see Section 1.2.3.2) shall be subject to the physical feasibility of incorporating the Phase II Public Parking into the design of the Phase II Improvements. The Phase II Public Parking shall be constructed concurrently with the Phase I Public Parking, unless otherwise determined by RTD. To the extent that all or any portion of the Phase II Public Parking is not constructed concurrently with Phase I Public Parking as described in Section 1.2.3.2, RTD shall continue to have the right to construct such Phase II Public Parking in the Parcel 2 Public Parking Area (or elsewhere, as described in this Section), in accordance with the following terms and conditions. The rights described in this Section 4.2.2 shall continue in effect until such time as all of the Phase II Public Parking has been constructed by RTD or has forfeited the right to construct such parking in accordance with the following.

Upon (i) a determination by Catellus to proceed with Design Development Documents with respect to any development upon all or a portion of Parcel 2 or (ii) a determination by RTD to proceed with Design Development Documents for the Phase II Public Parking upon all or a portion of Parcel 2, whichever occurs first, such Party shall notify the other in writing of its intention to begin such activities (the "Phase II Notice").

4.2.2.1 In the case of clause (i) above, RTD shall have sixty (60) days from the date of receipt of the Phase II Notice to respond in writing to Catellus of RTD's intention to proceed with design and construction of the Phase II Public Parking (as described in Section 1.2.3.2 or as otherwise agreed by the Parties), upon the portion(s) of the Parcel 2 Public Parking Area on which Catellus intends to commence construction, subject to approval of funding by the RTD Board of Directors which approval shall be obtained within sixty (60) days following submission by Catellus to RTD of a proposal which contains sufficient information, in RTD's reasonable discretion, to permit the Board of Directors of RTD to approve financing therefor. If RTD determines to pursue construction of such public parking it shall direct Catellus to cause design and construction of such parking as part of Phase II construction and at RTD's sole cost and expense except as provided in Section 5.4 or in the Cost Allocations. RTD shall forfeit the right to construct on the portion of Parcel 2 upon which Catellus constructs improvements in accordance with such Phase II Notice, any spaces which it does not require to be constructed thereon in accordance with the foregoing. However, the foregoing shall not limit RTD's rights with respect to construction of Phase II Public Parking in any portion of the Parcel 2 Public Parking Area in which Catellus does not construct improvements pursuant to the foregoing notice.

4.2.2.2 In the case of clause (ii) above, Catellus shall have sixty (60) days from the date of receipt of the Phase II Notice to make an initial determination of whether it wishes to construct additional improvements over the parking structure proposed by RTD. If it does, then the Parties shall mutually agree as to the design and construction issues either as set forth in Sections 4.1, 4.2, 4.6 and 4.7, with respect to the Phase II Improvements, or otherwise as mutually agreed. If Catellus informs RTD that it does not intend to cause construction of such improvements, or fails to respond in writing within the sixty (60) day period allotted therefor, then unless Catellus makes the election provided for in Section 4.2.2.1, RTD may proceed to cause construction on the portion of Parcel 2 indicated on the Phase II Notice of the number of spaces agreed upon by the Parties to constitute the Phase II Public Parking (and not previously constructed), in a location and pursuant to Construction Documents caused to be prepared by and reasonably acceptable to the Parties. RTD shall be permitted to construct such parking above grade unless (a) such parking spaces are to be constructed as part of a larger construction project necessitating

below grade construction or (b) Catellus requests in writing that construction be constructed below grade, and in either case, provided that Catellus pays all of the Additional Costs associated with such construction calculated in accordance with Section 5.4.1.4 (and not merely those prescribed by the \$1.50 per Rentable Square Foot formula), either by allocation from the Budget for such improvements or by other method approved by RTD in its sole discretion. Catellus shall be permitted to demolish, modify or reconstruct any RTD parking facility constructed on Parcel 2 prior to construction of the Phase II Improvements in order to permit construction of the Phase II Improvements thereon, provided that all costs of such demolition, modification or reconstruction shall be borne by Catellus. Any such action shall not unreasonably interfere with access to and use of the public parking facilities by RTD and the general public, or alternatively, Catellus shall provide during the course of such reconstruction at least the same number of parking spaces in an alternative location no further than 1000 feet from the East Portal or the West Entrance to Metro Rail, which shall be allocated exclusively to public parking and from which RTD shall derive all revenues. Such use shall be at no additional expense to RTD. All plans for demolition, modification, reconstruction and relocation shall be approved by RTD in advance of construction provided that such approval shall not be unreasonably withheld or delayed.

4.2.2.3 Notwithstanding the provisions of Sections 4.2.2.1 and 4.2.2.2, Catellus shall have the right at its election exercisable in its sole discretion, to designate, by written notice to RTD delivered within the sixty (60) day period following issuance of any Phase II Notice, an alternative site to Parcel 2 for construction and/or relocation of all or a portion of the Phase II Public Parking, provided that Catellus has title to such site or obtains written agreement from the owner of such site permitting such use and Catellus is able to and does in fact provide to RTD a Public Transit Easement permitting construction of the Phase II Public Parking or such portion thereof on said alternative site in a location reasonably acceptable to RTD and Catellus within 1000 feet of the East Portal or the West Entrance to Metro Rail. As soon as practicable after its exercise of such election, and in no event later than the earlier of (i) commencement of Construction Documents for the Phase II Improvements or (ii) six (6) months after the date of such election, Catellus shall grant to RTD all such Public Transit Easements as may be needed for access to and ingress and egress from, and for the construction, use, occupancy, repair and maintenance of, the public parking spaces and ancillary facilities in the alternative location(s). The property upon which such easements are granted shall become part of the Public Transit Use Area.

(a) If the parking spaces to which Catellus wishes to relocate RTD (the "Replacement Spaces") have not previously been constructed, and the portion of the Phase II Public Parking corresponding to such Replacement Spaces has not been constructed on Parcel 2, construction of the Replacement Spaces shall constitute Public Transit Improvements and the cost of such construction (if the spaces are located below grade) shall be allocated as Additional Costs between the Parties as described in Section 5.4.1.4 and otherwise financed and borne by RTD. In that event, the property upon which the Replacement Spaces are to be located shall be deemed a Phase II Public Parking Area, construction of such spaces shall constitute construction of the Phase II Public Parking and RTD shall have the right to review and approve design, location, and schedule of construction and Budget with respect to such construction as described in Section 4. RTD shall not be required to construct such spaces at the time of relocation but shall instead be permitted, at any time thereafter, to make one request for construction of public parking spaces in the alternate Public Transit Easement and in association with that request may cause construction of the balance of the Phase II Public Parking.

(b) If RTD has previously constructed upon Parcel 2 the Phase II Public Parking spaces which Catellus desires to relocate but Catellus has not previously constructed the Replacement Spaces, then Catellus shall be permitted to relocate such spaces if and only if (i) it obtains the approval of RTD with respect to design, construction, budget and location of the Replacement Spaces and (ii) construction of the Replacement Spaces is at Catellus' sole cost and expense. In constructing the Replacement Spaces, Catellus shall be required to place such spaces below grade if the existing public spaces were constructed below grade; however, such spaces shall be otherwise in form determined by Catellus, subject to reasonable approval by RTD.

(c) If the Replacement Spaces have previously been constructed, then,

(i) if RTD has not previously constructed the portion of Phase II Public Parking corresponding to the Replacement Spaces, RTD may choose in its sole discretion to purchase from Catellus its rights in the Replacement Spaces, in which event RTD and Catellus shall negotiate with respect to the cost of the Replacement Spaces, which cost shall not exceed the cost of construction of the Replacement Spaces less Additional Costs due from Catellus to RTD, or

(ii) if RTD has previously constructed all or the portion of the Phase II Public Parking on Parcel 2 corresponding to the Replacement Spaces, the Parties shall exchange such spaces; provided, however, that no exchange shall take place unless (a) Catellus pays all costs associated with any sale or refinancing necessary to create substitution rights and/or to effectuate such substitution; and either (b) the financing then in place permits the substitution of collateral; or (c) Catellus covenants in favor of RTD and or its lender to provide for RTD's exclusive use of all or a portion of those parking spaces to be relocated. The Parties shall use best efforts (at no additional cost) to ensure that any financing documents entered into by either Party shall provide for a substitution of collateral in the event of an exchange of parking spaces in the manner described above.

All parking proposed to be relocated or reconstructed by Catellus pursuant to this Section 4.2.2 shall in RTD's reasonable judgment be in a comparable location (in terms of access to public roadways and Metro Rail and Public Transit Improvements) and of comparable utility (in terms of consolidation of operation and management, fee collection potential, cost of management and security) to the Parcel 2 Public Parking Area (with comparability subject to Arbitration if Catellus disagrees). In addition, if the Replacement Spaces have not been constructed at the time Catellus seeks to exercise its rights under this Section 4.2.2.3, then the design and construction of such Replacement Spaces shall be in accordance with RTD's design program and standards, as established by reference to the existing Phase II Public Parking being exchanged, if any. In the event of any relocation, RTD and Catellus shall agree as to which public parking spaces upon the Site shall be used in connection with non-transit improvements and which spaces (at Union Station or otherwise) shall be transferred to RTD for public use. If Catellus seeks to relocate only a portion of the Phase II Public Parking, in addition to the approval rights described above, RTD shall have the right to approve the number of spaces to be relocated, including those to be relocated pursuant to Section 4.2.2.3(b). In the event of a disagreement under the preceding sentence relating to the determination of which spaces on the Site shall be converted from public to private use or the location of the Replacement Spaces, the Parties shall submit the dispute to Arbitration. If the Parties exchange spaces or RTD purchases spaces pursuant to subparagraph (c)(i) above, the spaces allocated to public use shall be Public Transit Improvements and the spaces allocated to Catellus shall no longer be considered Public Transit

Improvements. RTD shall derive all revenue and incur all applicable costs and operating expenses (subject to reimbursement for Additional Costs) with respect to those spaces designated as Public Transit Improvements.

4.3 Phase II Budget. Prior to commencement of construction of the Phase II Improvements, RTD and Catellus shall assign estimated costs to Phase II in accordance with the Cost Allocations (to which the Parties shall theretofore have agreed pursuant to Section 2.2.4) in order to reimburse RTD for costs included in the Predevelopment Budget, the Phase I Improvements Budget, and the Public Transit Budget but allocated to Phase II, and RTD shall, pursuant to Section 5.5.2, participate in review, preparation and approval of the Phase II portion of the Public Transit Budget. The cost of the Phase II Improvements as estimated in the final Phase II Improvements Budget shall not exceed the fair market construction cost at such time of office buildings of similar size and quality located in downtown Los Angeles taking into account entitlement restrictions and requirements and construction conditions. The Phase II Budget shall be updated following determination of actual Infrastructure Costs to be covered by such development.

4.4 Contractors, Vendors, Suppliers. Catellus shall negotiate, approve and enter into contracts with contractors, vendors and suppliers as required for construction of Phase II. Contracts entered into by Catellus with respect to either general contracting or construction management for the Phase II Improvements shall not exceed amounts which a reasonable property owner would pay for an office building of similar size, quality and location. Contracts by Catellus with Affiliates shall not exceed the reasonable value of goods provided and services rendered thereby unless otherwise approved by RTD. Catellus shall furnish to RTD copies of each Major Contract entered into by Catellus pursuant to this paragraph promptly after the same is executed. Contracts with respect to the Phase II Public Transit Improvements shall meet the standards set forth for the Phase I Public Transit Improvements in this Agreement.

4.5 Status Reports to RTD. Catellus shall at a minimum provide reports to RTD quarterly until commencement of design of Phase II and monthly thereafter (and more frequently, if requested by RTD) regarding the status of marketing, leasing, predevelopment, construction and financing of the Phase II Improvements, commencing as of the effective date of this Agreement through the Phase II Occupancy Date and shall schedule and attend meetings reasonably requested by RTD with respect to Project construction, marketing, leasing and management.

4.6 RTD Approval Rights.

4.6.1 Phase II Improvements. If the Phase II Improvements are constructed, RTD shall have the right, in accordance with the procedures set forth in Section 4.10: (a) to review and reasonably approve design for the sole purpose of insuring that it conforms to the requirements of the REOA and the Design Guidelines and the previously approved schematic design documents for Phase II; (b) to review and reasonably approve the preparation and finalized versions of the schematic design documents (to the extent not previously approved pursuant to Section 2.2.6), Design Development Documents and the Construction Documents for the Phase II Improvements in order to insure that they constitute a logical progression of, and not a material departure from, the matters approved pursuant to clause (a) and that the parking and plaza portions of such improvements function architecturally and from an engineering standpoint together with the Phase II Public Transit Improvements (including, by way of example only, access; life safety systems; signage; and construction materials and systems); (c) to review and reasonably approve the preconstruction design and scheduling so as to have

the opportunity to attempt to mitigate the disruption or interference of the operation of Phase I by the construction of the Phase II Improvements; and (d) to assist Catellus in the manner, if any, agreed to pursuant to clause (c) in effectuating any such mitigation procedures which were agreed to.

4.6.2 Phase II Public Transit Improvements. To the extent construction of the Phase II Public Transit Improvements are not governed by the Design and Construction Agreement, RTD shall have the right to review and reasonably approve (in accordance with Section 4.10 below and the REOA) all design, location, cost of construction, schedules and Budget as well as all construction contracts, including the Work Plans, schematic design drawings, Design Development Documents and Construction Documents, with respect to the Phase II Public Transit Improvements at each stage of the development and construction thereof.

4.7 Parking/Traffic Flow. RTD and Catellus shall jointly cause to be determined the traffic flow patterns with respect to connections between the public parking areas and the Phase I Improvements and Phase II Improvements parking areas located on the Site, the Additional Land and the West Property (to the extent there is pedestrian or vehicular access to such areas from the Metro Plaza), the ingress and egress routes designated for automobile travel and the roadway alignments on and adjacent to the Site. The Parties agree to use of the Metro Plaza roadway for passenger vehicle drop-off and for ingress and egress by buses. Other uses of the Metro Plaza shall be prohibited unless approved by both RTD and Catellus.

4.8 Phase II Development Fee. The development fee for Phase II shall be at the then-established market rate for such fees, and, if no market rate can be ascertained, at a fair and reasonable rate agreed to by the Parties and if such amount cannot be agreed upon, it shall be determined by Arbitration.

4.9 Future Development. Following completion of Phase I and Phase II, Catellus may further develop Parcel 2, the Additional Land and the West Property to the extent owned by it, in its sole discretion, provided that such development conforms in all material respects with the applicable requirements of the REOA, including the Design Guidelines, and provided further that the financing for such developments include amounts allocated thereto in the Cost Allocations.

4.10 Approvals. Whenever in Section 3 or Section 4 the approval of a Party is required to be given, then the same shall be deemed given unless, within (a) fifteen (15) business days with respect to Phase I approvals, as to requests made prior to the Public Transit Construction Start Date, (b) fifteen (15) business days with respect to Phase II approvals, as to requests made prior to commencement of construction of Phase II; or (c) five (5) business days as to requests made thereafter, the Party receiving the request provides written notice to the requesting Party, setting forth either (i) its decision; (ii) the number of days in excess of those days provided above which shall be required for the receiving Party to render expeditiously a decision with respect to the issue in question, together with a statement of whether the Board of Directors of the receiving Party is required to review and/or approve the issue in question and/or (iii) a request for additional information. Where additional information is requested and specified in reasonable detail, the receiving Party shall also provide the information described in clause (ii) above; however, the time period in which approval must be refused or otherwise deemed approved shall begin to run from the date upon which the specifically requested information is provided. The approval shall thereafter be deemed given unless refused in writing within the time period set forth in the notice. All approvals will be obtained as expeditiously as possible. Where

refusal relates to anything other than the expenditure of money or specific written request for further information, the same shall, in addition, be effective only if accompanied by a written counter-proposal acceptable to the refusing Party; said counter-proposal shall be deemed approved by the first Party unless refused in writing within five (5) business days thereafter. Upon refusal by the first Party of such counter-proposal, the matter in question may be submitted to Arbitration by either Party.

SECTION 5. FINANCING, BUDGET AND COST ALLOCATIONS

5.1 General Provisions. The Parties acknowledge and agree that the responsibility for funding or otherwise financing (i) the Phase I Improvements shall be borne initially by RTD and (ii) the Phase II Improvements shall be borne initially by Catellus (but in each case subject to the Cost Allocations and Section 5.4) so that, by way of examples only, any deficiency in the Phase I Improvements Budget shall not create any liability therefor upon Catellus notwithstanding its approval of such Budget pursuant to Sections 2.1.8 and 2.2.4 or otherwise and any deficiency in the Phase II Improvements Budget shall not create any liability therefor upon RTD notwithstanding its approval of such Budget pursuant to Sections 2.1.8, 2.2.4 and 4.3 or otherwise. The Public Transit Improvements shall be financed exclusively by RTD, regardless of allocation, but shall be reimbursed to the extent of and pursuant to the Cost Allocations and Section 5.4.

5.1.1 Independent Financial Decisionmaking. RTD and, except as set forth in Section 5.2.2, Catellus shall have the right to enter into such financing arrangements and to secure commitments to finance the development and construction of Phase I and Phase II, respectively, as each shall deem fit in its sole and absolute discretion, provided that (a) all such financing shall be at or below fair market rates and terms then prevailing and (b) no commitment by one Party for financing required by the other shall be entered into by the first Party without the prior written approval of the second Party owning fee title to such property, which consent may be withheld by the second Party in its sole and absolute discretion.

5.1.2 Financial Task Force. Within sixty (60) days after the effective date of this Agreement, RTD and Catellus shall each designate one (1) to four (4) representatives (who may include members of the Board of Directors, staff and consultants or contractors) to a "Financial Task Force" which shall be responsible for preparing, reviewing and implementing a Financial Plan and Budgets for the Project and for identifying alternative methods of financing for the Project. Members will make recommendations to their respective Boards of Directors for review and approval as required. The goal of the Financial Task Force is to aid the Parties in decisionmaking about financing opportunities and costs, but does not imply or create any right in either Party or the Financial Task Force to determine or dictate financing terms for or to the other Party.

5.1.3 Underwriters and Financial Advisors. RTD and Catellus each shall appoint such underwriters, financial advisors and legal counsel as such Party deems necessary for the creation and implementation of the Financial Plan and the acquisition of financing as required herein. Unless otherwise agreed and subject to the provisions of Section 5.4.2, costs for underwriters, financial advisors and legal fees associated with financing shall be included in the Budget for the phase of development associated with such costs and fees and shall be reimbursed out of applicable Project Funding. RTD shall hire the underwriters, bond counsel and financial advisors for Phase I and the Phase II Public Transit Improvements and Catellus shall hire such financial advisors as it deems necessary or appropriate for the Phase II Improvements.

5.2 Financial Plan.

5.2.1 Predevelopment Period/Phase I. Prior to Closing, the Parties shall preliminarily (through the Financial Task Force) develop plans and strategies (the "Financial Plan") for financing and funding the Project including Predevelopment Period activities, Closing, Phase I development and Phase II development, to the extent feasible. The preliminary Financial Plan shall include the Cost Allocations as described in Section 5.4 and shall address the sources, cost and uses of funds; the constraints on the use of identified funding sources, if any; the process of financing, budgeting and allocating Infrastructure Costs; the process of acquiring, disbursing and accounting for funds; alternative sources and forms of financing; the method of reimbursement, amortization or assessment of funds, where applicable; and the objectives and criteria for measuring the effectiveness of implementation of the Financial Plan. As part of the Financial Plan, the Parties shall establish recordkeeping, reporting, cost control and accounting mechanisms with respect to construction and operation of the Project. The Parties shall update the Financial Plan throughout the predevelopment and development of Phase I. Either Party shall upon request by the second Party, and at no cost to itself, cooperate in coordinating the negotiation, preparation of necessary documentation and closing of funding commitments with respect to improvements to be owned by the second Party and covered by the Financial Plan.

5.2.2 Phase II. Prior to construction of the Phase II Improvements, the Financial Task Force shall update the Financial Plan with respect to proposed financing for the Phase II Improvements and RTD shall determine sources of financing for the Phase II Public Transit Improvements, as required. Concurrently with its inquiries or efforts in obtaining financing for the Phase II Improvements, Catellus shall notify RTD of its efforts and of financing made available to it for that purpose. RTD may offer competitive financing for the Phase II Improvements and, upon acceptance (without obligation to accept) by Catellus, shall be compensated for such financing in an amount to be agreed to by the Parties. Notwithstanding any of the foregoing, in no event shall Catellus, without the prior written consent of RTD, not to be unreasonably withheld, pursue or accept any loan which is not from an Institutional Lender or governmental funding source. Without the prior written consent of RTD, which may be withheld in its sole discretion, Catellus shall not obtain any financing which requires participation by the financing entity, prior to an event of default under such financing documents, in any cash flow, profits or capital gains or otherwise provides a participating interest to the financing entity. For purposes of this Section, an agreement to defer current payment of interest in whole or in part shall not be deemed a participating interest.

5.3 Intentionally Deleted.

5.4 Allocation of Costs.

5.4.1 Cost Allocations. With respect to each Budget designated, the Parties shall agree in the Financial Plan prior to Closing to Cost Allocations associated with that portion of the Project for which such Budget is prepared. The Cost Allocations shall include allocation of (i) On-Site Infrastructure Costs and (ii) Off-Site Infrastructure Costs (collectively, the "Infrastructure Costs"), Additional Costs, costs of the Main Concourse, if constructed, and Predevelopment Costs (including the cost of the traffic study required by Section 2.2.15) for Phase I, Phase II and any future development upon Parcel 2, the Additional Land and the West Property (with respect to the West Property, costs shall be allocated only to the extent such property provides or requires regular pedestrian or vehicular access to the Metro Plaza or Vignes Street or such property achieves cost savings or receives benefit from physical improvements created by Site

development, such as, by way of example only, installation of common utilities, common security or common landscaping). The Cost Allocations shall be determined in accordance with the provisions of this Section 5.4.

5.4.1.1 Per Trip Allocations. Initially, the Parties contemplate that the Cost Allocations will allocate certain Additional Costs (including costs of the South Roadway and vehicle lanes on the Site and/or the Additional Land) and the Off-Site Infrastructure Costs (exclusive of utility costs associated with Site improvements) on a per trip basis between the Phase I Improvements, the public parking spaces constructed as part of the Public Transit Improvements, bus trips, other drop-offs on the Metro Plaza (attributable to each improvement generating such trips), the Phase II Improvements and future development on the Site, the Additional Land and the West Property (in the latter case, to the extent that drop-off on the Site or parking access for the benefit of the West Property is provided from the Site). The number of trips shall be estimated during the budgeting process for each such development and the estimate derived shall form the basis for the initial reimbursement amounts allocated in the budget of such improvements for previously expended Infrastructure Costs. Such sum shall be paid within forty-five (45) days of construction loan funding. The actual number of trips generated by the improvements in question shall govern the actual amount of reimbursement required and shall be determined within a period from one (1) year to eighteen (18) months after issuance of a Certificate of Substantial Completion with respect to the core and shell thereof and shall (except with respect to the public parking spaces, which shall reflect actual use) be computed to reflect ninety-five percent (95%) occupancy of such improvements. Within fifteen (15) days of receipt of the study containing the actual number of trips generated for any improvements, the Parties shall translate the number of trips into actual reimbursable dollar amounts and shall determine whether the amount previously reimbursed was greater or less than the amount actually due. If the amount paid was insufficient to meet the payment actually due, the owing Party shall make the additionally due payment to each owner within thirty (30) days of receipt of the actual reimbursable amount calculation. If the amount paid exceeded the payment actually due, the Parties receiving such overpayment shall reimburse the owner within forty-five (45) days of receipt of the actual reimbursable amount calculation.

5.4.1.2 Allocation of Vignes Street
Realignment Costs. Costs associated with vacation and realignment of the portion of Vignes Street located on the Additional Land, including costs of bonding and acquisition of permits (revocable or otherwise) shall be included in Off-Site Infrastructure Costs and allocated as described in the Cost Allocations. (See Section 5.4.1) Such costs, regardless of allocation, shall be included initially in the Phase I Public Transit Budget. The costs of Vignes Street realignment allocated to the Phase II Improvements shall be allocated either to the Phase II Improvements Budget (in which event Catellus shall seek in good faith to cause repayment to RTD within sixty (60) days of initial construction loan funding) or, if the Vesting Expiration Date has occurred and realignment of Vignes Street has been achieved, to Catellus directly. Upon the Vesting Expiration Date, Catellus shall directly reimburse RTD for the amounts actually financed and expended by RTD in connection with the realignment, in accordance with the Cost Allocation requirements, including reasonable staff costs incurred by RTD in connection therewith. In all cases, reimbursement shall be made with interest payable at the greater of the interest rate cost of such funds to RTD or the rate of interest being paid at the time of expenditure with respect to Mello-Roos financing, which shall accrue commencing as of the date of each expenditure.

5.4.1.3 Alternative Allocations. The Parties contemplate that the Cost Allocations will allocate off-Site utility costs to improvements on a demand/volume basis and will allocate On-Site Infrastructure Costs between the various improvements described above on a per square or linear foot basis. In addition, the Parties may agree to additional or alternate methods of allocating costs.

5.4.1.4 Additional Costs. The Parties agree that the capital costs directly associated with the Public Transit Improvements shall be segregated in the Budget from the costs of the Phase I Improvements and the Phase II Improvements and such costs shall not be borne by such improvements, unless such costs constitute "Additional Costs." Additional Costs shall be those costs which would be incurred in connection with development of the joint development project around the Public Transit Improvements but which would not be required if only the Public Transit Improvements were to be constructed on the Site without said joint development and shall include those costs of the Public Transit Improvements for which allocation is described in Section 5.4.1.1, extra costs of constructing subterranean parking structures capable of supporting the weight of the Phase II Improvements (e.g., foundations, columns), landscape and hardscape costs, costs of the South Roadway and such other costs as the Parties may agree. The Parties agree that the costs associated with constructing the public parking below rather than above grade shall be one item of Additional Cost, which shall be reimbursable only as set forth in the following sentence. Provided that construction of Phase I Public Parking has been commenced, the Cost Allocations shall include a one-time assessment against development upon Parcel 2, the Additional Land and the West Property which shall cover all Additional Costs associated with constructing Phase I Public Parking or Phase II Public Parking upon the Site below, rather than above grade. However, such assessment shall be due and payable by Catellus upon the later of (i) thirty (30) days following acquisition by Catellus of funding for such improvements or (ii) completion of construction of such Phase I Public Parking. The assessment shall be charged at a rate in Constant Dollars (with the base month and year being the month and year of the Public Transit Construction Start Date) of one dollar fifty cents (\$1.50) per Rentable Square Foot developed upon the aforesaid properties and shall be payable to RTD within thirty (30) days of initial construction funding to Catellus with respect to improvements upon any of the aforesaid properties. In no event shall the total amount paid pursuant to this Section exceed One Million Nine Hundred Thousand Constant Dollars (\$1,900,000.00). In the event that Catellus purchases any portion of the public parking spaces constructed as part of Phase I or Phase II from RTD, Catellus shall be entitled to a credit per space of One Thousand Constant Dollars (\$1000.00), which credit shall in no event exceed the actual payments previously made by Catellus to RTD.

5.4.1.5 Later Phase Infrastructure Costs. The Parties acknowledge that construction of the Phase II Improvements or additional improvements on the Site, the Additional Land or the West Property may result in additional Infrastructure Costs. Such costs shall be reimbursed from both future and preexisting development on the Site, the Additional Land or the West Property in the manner set forth in the Cost Allocations and by the mechanism described in the Financial Plan.

With respect to Union Station and Main Concourse capital costs, the Parties agree as follows: The Parties presently contemplate development of the Main Concourse (if feasible). If, taking into account the feasibility study conducted pursuant to Section 1.2.4.1, RTD reasonably determines that it will benefit from the construction of the Main Concourse, the Parties shall negotiate to determine a methodology for allocation of a portion of the capital costs of such construction

to RTD and a mechanism for funding and reimbursement of such costs. With respect to other West Property or Union Station improvements, RTD shall have the right, in its sole discretion, to determine whether it shall receive benefit from the proposed improvements. If benefit is perceived, RTD and Catellus shall negotiate an allocation methodology and reimbursement mechanism as described above. In the event that any portion of capital costs are allocated to RTD, RTD shall have the right to review and approve design and construction plans with respect to the proposed improvements.

5.4.2 Direct Compensation of Parties. Except as set forth in this Section or in any approved Budget, neither Party shall be entitled to compensation in respect to, or for, its internal costs and expenses in funding or developing Phase I (in the case of RTD) or subject to Section 4.8, Phase II (in the case of Catellus). However, if either Party provides services and incurs expenses in obtaining environmental approvals, Subdivision, realignment of Vignes Street, or other entitlements or permits, including those increasing FAR upon the Site, said Party shall be compensated for staff costs (a) by RTD out of Phase I financing for costs and expenses of either Party in rendering assistance to the other in association with Phase I and (b) by Catellus either (i) as set forth in the following sentence or (ii) out of Phase II financing for costs and expenses of either Party in rendering assistance to the other in association with Phase II. Catellus shall bear as incurred (whether by direct payment or reimbursement to RTD) those consulting and permit costs incurred by the Parties during the Phase I Predevelopment Period which are attributable to Phase II or other Master Plan development, excluding those costs or services directly related to development of the Public Transit Improvements. Costs to be borne by Catellus as incurred shall include soil and geological testing, environmental assessment, planning and Subdivision costs, civil engineering, traffic studies, land surveys and schematic design. Unless otherwise described herein, all other costs described in this Section 5.4 shall be reimbursable from financing for future improvements upon funding of construction loans with respect to such improvements as described in and to the extent approved pursuant to Section 5.4.3.

5.4.3 Reimbursement From Future Development. The Budget for any development of improvements upon Parcel 2, the Additional Land and the West Property shall include a sum sufficient to meet the share of Infrastructure Costs, Additional Costs and other costs borne by previously constructed improvements and which were allocated to the above-listed subsequent improvements pursuant to the Cost Allocations. If allocation of such are made to a particular development in the Cost Allocations (including the Phase I Improvements and the Phase II Improvements), such development shall conclusively be deemed to have caused a need for and to have benefited from the On-Site Infrastructure or Off-Site Infrastructure associated with such costs. For each improvement designated in the Cost Allocations to make reimbursement payments, financing shall include an amount designated to reimburse the appropriate Party for the Infrastructure Costs and other costs allocated by the Cost Allocations carried by all previous improvements, which amount shall be determined pursuant to the allocation formula and payments thereon made as set forth in the Financial Plan.

The Cost Allocations shall establish the formulas for reimbursement. Actual dollar amounts to be reimbursed in accordance with the formulas developed by the Cost Allocations shall be determined as follows. Within one hundred eighty (180) days following occupancy by RTD of the Phase I Improvements, RTD, after consultation with Gateway and Catellus, shall provide written notice to Catellus specifying those Infrastructure Costs which RTD determines are properly allocable to further development in accordance with the Cost Allocations. Catellus shall have sixty (60) days from its receipt of such cost determination to

dispute the determination, failing which it shall be deemed to have approved same. If RTD fails to submit the Infrastructure Costs within said one hundred eighty (180) days, Catellus shall thereafter, and following consultation with RTD, have one hundred eighty (180) days within which to provide written notice to RTD of its determinations with respect to Infrastructure Costs. RTD shall have sixty (60) days from its receipt of such cost determination to dispute the determination, failing which it shall be deemed to have approved same. If RTD and Catellus are unable to resolve the list of items or the Infrastructure Costs appropriately allocable to such future development, the Parties shall submit the dispute to Arbitration.

5.4.4 Union Station Master Plan and Entitlements.

Except for Cost Allocations agreed to by the Parties and included in the Phase I and Phase II Budgets, the costs of the Master Plan and entitlements required in connection therewith shall not be borne by RTD and shall be separate and apart from any financing or funding requirements of this Agreement.

5.4.5 Tunnel Maintenance.

The costs of constructing, maintaining and repairing the Tunnel, excluding the East Portal, shall be allocated between Amtrak, commuter rail, light rail, Metro Rail and development upon the Site, the Additional Land and Union Station pursuant to the terms of the Tunnel Access Agreement and future agreements between such parties. Any capital costs associated with Tunnel construction set forth in the Predevelopment Budget, the Phase I Improvements Budget or the Public Transit Budget shall be reimbursed pursuant to agreement between such parties. The maximum RTD contribution shall be set forth in the Tunnel Access Agreement.

5.4.6 Management Areas.

The costs of constructing, maintaining and repairing the Management Areas shall be allocated between the Parties pursuant to formulas set forth in the PMA and the REOA.

5.5 Budget Preparation.

5.5.1 Predevelopment Budget.

The Predevelopment Budget attached as Exhibit C-1 sets forth preliminarily (a) the various items for which the Parties expect to incur costs during the Predevelopment Period, including those reasonable and applicable costs approved by RTD incurred prior to, or anticipated to be incurred during, the Predevelopment Period and (b) the costs associated with all items set forth therein (the "Predevelopment Costs"). Catellus shall initially prepare or cause to be prepared the Predevelopment Budget and shall segregate or cause to be segregated by item and allocation the various components thereof. RTD shall have the right to review and approve the Predevelopment Budget as follows. The Parties shall endeavor to limit Predevelopment Costs to the allocations provided in the preliminary Predevelopment Budget for each item set forth and shall notify the other Party in the event that costs incurred exceed or are reasonably estimated to exceed the initially estimated Predevelopment Costs. RTD and Catellus shall have the right to conduct an audit and to review invoices, progress reports and other information regarding the Predevelopment Costs. Neither Party shall be responsible for payment of Predevelopment Costs (however allocated) for items incurred or to be incurred by the other (payee) Party or consultants retained or work commissioned thereby, for which the payor Party has not received invoices, which were not included in the Predevelopment Budget or cost overruns for which approval was not previously obtained or for such portions of any services rendered or work performed, which were not reasonably completed based on common development practice. In addition, neither Party shall be reimbursed by the other for fees or costs, including consulting, financing or attorney's fees expended in furtherance of execution of this Agreement, the REOA, the Tunnel Access Agreement, the Design and

Construction Agreement, the Construction Management Agreement, the PMA, the Right of Entry Agreement, the Public Transit Use Agreement or any agreement in which either Party shall pay consideration or compensation to the other Party as a condition of that agreement, unless such costs or fees can be demonstrated, to the reasonable satisfaction of the payor Party, to have benefited such payor Party. All Predevelopment Costs incurred by either Party which are not set forth in the Predevelopment Budget, as the same may be amended from time to time, shall be borne by the Party incurring same. The Predevelopment Budget may be amended only by written agreement of the Parties.

Upon execution of this Agreement, Catellus shall provide invoices to RTD with respect to all costs incurred prior to the effective date of this Agreement and set forth on Exhibit C-1, as the same may be amended to correct any bona fide omissions or mistakes. Upon request by RTD, Catellus shall provide any additional information or documents reasonably requested by RTD to clarify or support such costs. Within fifteen (15) days of the effective date of this Agreement, RTD shall pay to Catellus an amount equal to seventy-five percent (75%) of the Predevelopment Costs incurred by Catellus, including the costs and fees of Catellus in its capacity as construction manager under Sections A5.1 and A5.2 of the Addendum to the Construction Management Agreement, and set forth on the submitted invoices. Thereafter, RTD shall have thirty (30) days from the later of the date of receipt of such invoices or the date upon which additional information requested by RTD in connection with such invoices is received by RTD (the "Approval Date") to review and approve or disapprove such invoices. Invoices not disapproved on or before the Approval Date shall be deemed approved. With respect to approved invoices and costs only, RTD shall reimburse Catellus for any Predevelopment Costs remaining outstanding within fifteen (15) business days from the Approval Date. If it is determined that the prior payment from RTD to Catellus exceeded the amount actually due, Catellus shall reimburse RTD in the amount of the excess within thirty (30) days following notification by RTD of the amount of the overpayment. Together with such payment, RTD shall pay interest in the amount set forth in the following sentence with respect to approved Predevelopment Costs actually paid by Catellus to third parties prior to the effective date of this Agreement. Such interest shall be payable for the period from the date of payment of said invoice by Catellus through the date of reimbursement to Catellus of the approved amount of such invoice by RTD and the rate of interest shall be at Catellus' average cost of working funds for such period. Any dispute concerning Predevelopment Costs shall be resolved by Arbitration.

5.5.2 Development Budget Preparation and Update.

Prior to Closing, as indicated in the Project Schedule, the Parties shall jointly refine and update or cause to be refined and updated the Preliminary Phase I Budget attached as Exhibit C-2 and shall prepare a preliminary Phase II Budget, each to an appropriate level or specificity as required by standard development practices. At each milestone in the design and construction process, the Parties shall prepare or cause to be prepared such additional Budgets or updates to existing Budgets as required by standard development practices. With respect to Phase I and the Phase II Public Parking, the Parties shall refine and update or cause to be refined and updated the attached Phase I Budget, including preparation and subsequent refinement of Cost Allocations, periodically throughout the Phase I Predevelopment Period as preparation of Design Development Documents and Construction Documents progresses. With respect to Phase II, the Parties shall prepare, to the extent feasible, a preliminary Phase II Budget during the Phase I Predevelopment Period and shall refine, revise and update such Budget as preparation of Design Development Documents and Construction Documents for Phase II progresses. The Construction Management Agreement shall assign to Catellus the primary responsibility for coordinating and preparing

or causing to be prepared the Budgets, including the obligation to meet with consultants, contractors, vendors and suppliers in determining preliminary and final cost estimates and to segregate by item and allocation the various components thereof. RTD shall have the right to approve the Phase I and Public Transit Budgets, including all line items, Cost Allocations and estimated or final costs thereof, and in connection therewith shall be provided timely access to Catellus' work product and shall be permitted to arrange meetings which Catellus shall attend to provide input into the budgeting process. To the extent costs or fees incurred by Catellus (including costs or fees associated with services provided by underwriters, bond counsel, the Design Team, financial advisors or attorneys with respect to Phase I) are to be included in the Predevelopment Budget, the Phase I Budget, or the Public Transit Budgets and reimbursed by RTD, RTD shall have the right to approve the specific costs for which reimbursement is sought, which approval shall not be unreasonably withheld or delayed. If reimbursement is approved, it shall be made within thirty (30) days of the date of approval. To the extent costs or fees incurred by RTD (including costs or fees associated with services provided by financial advisors, the Design Team or attorneys with respect to Phase II) are to be included in the Phase II Improvements Budget and funded by Catellus, Catellus shall have the right to approve the specific fees and costs for which payment or reimbursement is sought, which approval shall not be unreasonably withheld or delayed. If reimbursement is approved, it shall be made within thirty (30) days of the date of approval. Predevelopment Costs approved by the payor Party shall be paid by that Party within thirty (30) days of the date of approval. RTD shall have the right to review and approve the Phase II Improvements Budget only to the extent required to obtain its rights under Section 4.3 and to review the Phase II Improvements Budget to the extent required to verify Phase II Stabilization Date representations made by Catellus. If costs (whether incurred by Catellus or otherwise) of the Phase II Public Transit Improvements are funded by RTD, RTD shall have the right to review and approve the Phase II Public Transit Improvements Budget and to approve specific costs for which payment or reimbursement is sought in addition to any rights which it may have pursuant to Section 4.3. The Parties shall cooperate in preparing the final Budgets with respect to each portion of the Project in advance of commencement of construction of such portion.

SECTION 6. INTERESTS IN PROPERTY

6.1 Ownership and Participation Interests.

The following provisions shall govern ownership and participation interests by the Parties in the Project.

6.1.1 Conditions of Ownership.

6.1.1.1 Property Ownership. Except as set forth herein, the rights, benefits and burdens of ownership of each parcel of land and the improvements constructed or to be constructed thereon comprising the Project shall after Closing inure to or be borne by the Party in whom fee title thereto is vested and except as specifically set forth to the contrary in this Agreement, the REOA, the Tunnel Access Agreement, the Public Transit Use Agreement or other documents governing the relationship between the Parties, the consent, approval, concurrence or cooperation of a Party shall not be required as to any incident of ownership sought to be exercised or enjoyed by the other Party with respect to that portion of the Project which is owned in fee by it.

6.1.1.2 Relationship of the Parties. RTD is to participate in certain economic benefits flowing from the operation and ownership of the Phase II Improvements, and Catellus

is to participate in certain economic benefits flowing from the ownership of the Phase I Improvements, all as set forth in this Section 6, which in general is intended as the mechanism by which the Parties hope to realize certain economic benefits of entering into the within transactions, but without any representation, warranty, covenant or guarantee that such will prove to be the case. The Parties acknowledge that the rights set forth in this Section 6, and which effectuate and embody this participation in said economic benefits:

(a) are merely contractual in nature, and do not give rise to an interest in either the ownership or occupancy of real property;

(b) do not impose any obligation to pay, contribute or otherwise share in losses of either an operating or a capital nature except to the extent that either Party has the right to recover Operating Shortfalls and/or Qualifying Loans made by it or its Affiliates, pursuant to this Section 6, such that recourse of either Party for losses of either an income or a capital nature shall be limited to distributions which otherwise would have been made to it for the current or subsequent accounting periods; accordingly, in no event shall either Party be obligated to reimburse the other for losses on an out-of-pocket basis;

(c) do not render the Parties partners, joint venturers, joint tenants or tenants in common with each other;

(d) are binding upon their respective successors and assigns, subject to the terms of such rights;

(e) in the case of RTD only (and subject to the terms hereof including Section 11.3) may be assigned, hypothecated or otherwise disposed of separate and apart from the ownership of the improvements to which they relate;

(f) relate to the income attributable to the improvements in question and/or to the equity thereof;

(g) are subject to reduction, redemption, extinguishment and valuation pursuant to the terms of this Section 6;

(h) do not impose rights to management or control of the parcel or improvements owned by the other Party; and

(i) shall be null and void and of no force or effect whatsoever if the Phase I Move In Date shall not have occurred on or before December 31, 2011.

6.1.2 Phase I Improvements - Income Participation. Catellus shall have no income participation rights in the Phase I Improvements.

6.1.3 Phase II Improvements - Income Participation.

6.1.3.1 Income Participation. RTD shall have the right to receive fifty percent (50%) of the Income Participation Payments (as defined in Section 6.1.9.1) from the Required Phase II Square Footage, subject to the vesting of such right, which shall vest, if at all, simultaneously with the vesting of RTD's equity interest in the Required Phase II Square Footage as described in Section 6.1.5. Following Extinguishment Closing, the income participation rights of RTD in the Required Phase II Square Footage automatically shall be reduced (prospectively only), with such reduction occurring in proportion to the reduction of RTD's equity participation rights, but subject to RTD's receipt from Catellus of the Minimum RTD Phase II Interest pursuant to Section 6.4.4.

6.1.3.2 Determining Required Phase II Square Footage. In the event that the constructed Phase II Improvements contain in the aggregate more square footage than the Required Phase II Square Footage, then the portion of the Phase II Improvements in which RTD holds an income participation interest or equity participation interest shall be determined as follows (sample calculations are shown in Exhibit M-1):

(a) if the first building constructed constituting a portion of the Phase II Improvements and for which a Certificate of Substantial Completion has been issued contains less than the Required Phase II Square Footage, then the portion of the improvements with respect to which the RTD Phase II Interest shall be calculated by determining (i) with respect to the income interest, the Net Operating Income and (ii) with respect to the equity interest, the equity value, attributable to the entirety of the Phase II Improvements, and multiplying that amount by a fraction, the numerator of which shall be the Required Phase II Square Footage and the denominator of which shall be the Rentable Square Footage of the Phase II Improvements.

(b) if the Rentable Square Footage of the first building constituting the Phase II Improvements for which a Certificate of Substantial Completion has been issued equals or exceeds the Required Phase II Square Footage, then the portion of the improvements with respect to which the RTD Phase II Interest shall be calculated shall be determined with respect to that building alone, and by determining (i) with respect to the income interest, the Net Operating Income and (ii) with respect to the equity interest, the equity value, attributable to the entirety of that building and multiplying that amount by a fraction, the numerator of which shall be the Required Phase II Square Footage and the denominator of which shall be the total Rentable Square Footage of that building. RTD shall have no interest under this Agreement in any second building constituting the Phase II Improvements under the circumstances set forth in this subsection (b).

6.1.4 Phase I Improvements--Equity Participation.

6.1.4.1 Equity Participation. Catellus shall have the right to receive fifty percent (50%) of the equity value of the first 545,000 Rentable Square Feet of the Phase I Improvements subject to the vesting of such right, which shall vest, if at all, on the Vesting Date (i.e., subject to the vesting time period restrictions set forth in Section 6.1.4.2). Such right may be redeemed or transferred only by the methods described in this Section 6.

6.1.4.2 Vesting Restrictions. Catellus may (but shall not be obligated to) construct Phase II Improvements comprising less than the Required Phase II Square Footage. However, the rights described in Section 6.1.4.1 shall vest on the Phase II Occupancy Date if and only if, (a) construction of the portion of the Phase II Improvements which if constructed would comprise, together with previously constructed improvements (if any), at a minimum the Required Phase II Square Footage, has commenced on or before the tenth (10th) anniversary of the Phase I Move In Date; and (b) such construction (i) is completed (as evidenced by issuance of a Certificate of Substantial Completion therefor) on or before the thirteenth (13th) anniversary of the Phase I Move In Date or (ii) diligently continues from the tenth (10th) anniversary to completion of such improvements but is delayed by Unavoidable Delay and is completed (as evidenced by issuance of a Certificate of Substantial Completion) no later than the eighteenth (18th) anniversary of the Phase I Move In Date. The value of such rights shall be determined pursuant to Section 6.1.10.1, 6.2 or 6.3.2.2 as the case may be. If the Phase II Occupancy Date occurs within the aforesaid time periods, then the Phase II Occupancy Date shall constitute the "Vesting Date."

Notwithstanding the foregoing, if, following the Vesting Date but before (i) exercise by either Party of the Right of Extinguishment or (ii) the Irrevocable Liquidity Option Date, fee title to the Phase I Improvements or the Phase II Improvements is conveyed to a third party by way of foreclosure or a deed in lieu thereof, then vesting shall be conclusively deemed not to have occurred and no such vesting of said interests shall thereafter take place or be possible and this Agreement shall terminate and be of no further force or effect. Prior to the Vesting Date, all rights established in or by this Agreement shall inure to the benefit of a purchaser at foreclosure or recipient of a deed in lieu thereof.

6.1.5 Phase II Improvements--Equity Participation. RTD shall have the right to receive fifty percent (50%) of the equity value of the Required Phase II Square Footage (determined in accordance with the provisions of Section 6.1.3.2 and as more particularly shown on Exhibit M-2) subject to the vesting of that right, which shall vest, if at all, simultaneously upon the later of (i) the Vesting Date or (ii) the Phase I Move In Date. If the Rentable Square Footage of the Phase II Improvements exceeds the Required Phase II Square Footage, then, upon sale of all or any portion of the Phase II Improvements, the equity participation payment due to RTD shall be determined in accordance with Section 6.1.3.2(a) or (b) as the case may be. Such right may be redeemed, sold or transferred only by the methods described in this Section 6. The value of such right shall be determined pursuant to Section 6.1.10.1, 6.2 or 6.3.2.2, as the case may be.

6.1.6 Parcel 1 Ground Rent. The Deemed Ground Rental Amount for the Phase I Improvements shall be assessed on the Phase I Improvements solely for purposes of calculating the value of such improvements upon exercise of the Liquidity Option pursuant to the valuation calculation described in Section 6.2.2 and shown in Exhibit M-3.

6.1.7 Parcel 2 Ground Rent. The Deemed Ground Rental Amount for the Phase II Improvements shall be assessed on the Required Phase II Square Footage only and shall accrue and be deductible by Catellus in accordance with the provisions of Sections 6.1.9 and 6.1.10. If the Net Operating Income is insufficient for the Deemed Ground Rental Amount to be deducted on a current basis, then the balance of the outstanding Deemed Ground Rental Amount shall accrue with interest calculated at the Prime Rate and compounded annually and shall be deducted by Catellus on a preferred basis from future Net Operating Income, if any. However, if Catellus executes a Major Lease (a) which RTD has disapproved in writing and (b) in which the Effective Rent is less than the sum of the Debt Service Amount and the Deemed Ground Rental Amount attributable to the square footage covered by said Major Lease, then prior to the Liquidity Closing Date or the eighth (8th) anniversary of the Vesting Date, whichever occurs first, after payment from Net Operating Income of the amount available from such Major Lease to meet Deemed Ground Rental Amount deductions associated with that space, only fifty percent (50%) of the Deemed Ground Rental Amount associated with that space not met by Effective Rent for such space shall accrue. Deduction of Deemed Ground Rental Amount shall be subordinated only to payment of any current Debt Service Amount. For purposes of this Section, "Effective Rent" shall mean the stated basic rental amount plus consumer price index increases in rent at the minimum or "floor" rate if any is provided, plus reimbursement payments made by tenants with respect to taxes, insurance and operating expenses less costs to landlord of taxes, insurance and operating expenses, if any, adjusted for the cost of concessions to the tenant in excess of stated rental amounts, and amortized over the term of the Major Lease. Concessions to the tenant may include items which exceed the Leasing Criteria, such as free rent, over-standard tenant improvements, tenant buyout costs, and other concessions required to secure the leasing commitment. RTD

shall receive no Income Participation Payment from the Required Phase II Square Footage (as provided in Sections 6.1.3 and 6.1.9.1) until all current and accrued Deemed Ground Rental Amount (and associated interest, if any) has been deducted by Catellus. An example of Deemed Ground Rental Amount accrual for disapproved Major Leases is attached as Exhibit M-5.

6.1.8 Escrow of Capital Event Funds. Upon occurrence of a Capital Event with respect to either the Phase I Improvements or the Phase II Improvements, the party owning fee title to the affected improvements (the "Owning Party") shall, under the circumstances described below, place into an interest-bearing trust account with an escrow agent, trustee or in another custodial arrangement reasonably acceptable to the other Party (the "Recipient") the portion of the proceeds from the Capital Event, if any, which would properly belong to the Recipient if the Recipient had vested in its interest in the affected improvements prior to the occurrence of the Capital Event in question (see Sections 6.1.3, 6.1.4, 6.1.5, 6.4.3 and 6.4.4). Such funds shall be escrowed only if and only for so long as the opportunity of the Recipient to vest in the subject improvements remains a contractual possibility under the terms of this Section 6. Upon vesting, the Recipient shall receive the escrow proceeds of the Capital Event; except that, in the case of a Capital Event occurring with respect to the Phase I Improvements, Catellus shall receive no proceeds until the Phase II Stabilization Date has occurred. As soon as such possibility expires (whether by termination of this Agreement, expiration of allotted time periods for vesting -- see, e.g., Sections 6.1.4.2 and 6.4.3.2 -- or divestiture -- see, e.g., Section 6.1.4.2), the escrowed proceeds shall be returned to the Owning Party. Interest on the proceeds and income tax liability therefor shall in all cases follow payment of principal. Notwithstanding the placement of proceeds in trust, the audit rights of the Recipient shall be as set forth in Section 6.1.9.3 or 6.1.10.3 as the case may be.

6.1.9 Computation and Payment of Income Participation Payment.

6.1.9.1 Computation. To the extent not required as working funds for the next quarter, all Project income shall be held in a secure interest-bearing account. For the purposes of determining Income Participation Payments with respect to the Phase II Improvements, Catellus shall compute the amount due, if any, to RTD each calendar quarter. On or before the end of the second calendar month immediately following the end of such quarter, Catellus shall pay to RTD any amount which may be due with respect to Section 6.1.3.

(a) "Income Participation Payments" shall be calculated by subtracting from Net Operating Income the following amounts, in order of seniority: the current Debt Service Amounts (including any Interest Differential Amount); the Deemed Ground Rental Amount (including any accrued Deemed Ground Rental Amount, interest thereon computed at Prime Rate compounded annually, if any, and exceptions, if any, as provided in Section 6.1.7); and accrued Operating Shortfalls (and associated interest thereon compounded annually), if any. No Income Participation Payments will be made or earned until all accrued Debt Service Amounts, Deemed Ground Rental Amount, and Operating Shortfalls and interest thereon as set forth above have been paid or recovered in full. A sample calculation of Income Participation Payment under this Section 6.1.9.1 is attached as Exhibit M-1.

(b) For purposes of this Agreement, "Net Operating Income" shall mean the amount by which all cash actually received by Catellus relating to the management, leasing and operation of the Required Phase II Square Footage including (a) rent; (b) parking income; (c) income paid by subtenants and

licensees; (d) rent loss insurance proceeds as "earned"; (e) security deposits if and when forfeited; (f) interest paid on income held in interest-bearing accounts; and (g) prepaid rent and deposits as "earned", exceeds all expenses paid or incurred by Catellus and associated with management, leasing and operation of the improvements in question, including (i) all building operating and maintenance charges; (ii) management fees; (iii) leasing costs including leasing commissions and tenant buyout costs to the extent budgeted in the Leasing Criteria; (iv) special assessments; (v) possessory interest taxes; (vi) real estate taxes; (vii) insurance; and (viii) reasonable cash reserves for anticipated requirements for the annualized cost of capital improvements and other expenses. There shall be no deduction for capital expenditures to the extent that payment for such expenditures are made from previously deducted cash reserves.

6.1.9.2 Payment Procedures. Periodic adjustments in payment amounts shall be made as follows. On or before March 31st of each calendar year after vesting of the participation rights in question and during the term of this Agreement, a statement of Net Operating Income shall be prepared by Catellus with respect to the preceding calendar year in accordance with the provisions of Section 6.1.9.1 setting forth (a) the Net Operating Income received by Catellus during the preceding calendar year; (b) all amounts deducted therefrom pursuant to Section 6.1.9.1; (c) the Income Participation Payments, if any, actually made to RTD for the year in question; (d) the aggregate amount in fact due to RTD for that year under Section 6.1.3, and (e) the difference in amounts between (c) and (d), if any, and an adjustment shall be made with respect to any differences so determined as follows: if Catellus shall have paid an amount less than that required hereunder, then Catellus shall within thirty (30) days of the date of issuance of the statement of Net Operating Income pay such difference to RTD and if Catellus shall have paid an amount more than that required to be paid hereunder, RTD shall within thirty (30) days of such determination reimburse Catellus for such excess. In respect to the first full calendar year for which an Income Participation Payment is calculated under this Section, the Income Participation Payment for the preceding partial calendar year shall be added to that for the first full calendar year.

6.1.9.3 Accounting Records. Within sixty (60) days after the close of each calendar quarter, Catellus shall furnish or cause to be furnished to RTD a statement of Net Operating Income and all gross income and deductions therefrom used to calculate the amount of Net Operating Income and Income Participation Payment. This statement shall include in reasonable detail all gross receipts and deductions as described in Section 6.1.9.1. Catellus shall also provide to RTD an annual statement of gross receipts and deductions, as specified in Section 6.1.9.2. Such statements shall be signed by a responsible financial officer of Catellus. Catellus shall upon request of RTD make available to RTD in Los Angeles County at times reasonably requested by RTD full and complete books of account, records, and other pertinent data to support the calculation of Income Participation Payments relating to the improvements in question (including gross receipts and any other relevant data including tax, fee and expense records used in calculating deductions therefrom received from any tenant or subtenant), segregated from all other records, and such books and records shall be kept for a period of seven (7) years after the close of each calendar year. The receipt by RTD of any statement or any payment for any period shall not bind it as to the correctness of that statement or payment. For three (3) years after the receipt of any such statement, RTD shall be entitled to conduct an audit of all elements of the calculation of Income Participation Payments. Said audit shall be limited to the determination of Net Operating Income and Income Participation Payments and shall be carried out by an independent certified public accountant designated by RTD

and reasonably approved by Catellus. Such audit shall be conducted during normal business hours at the principal place of business of Catellus or, at the option of RTD, at the Project. If it shall be determined by the independent auditor as a result of such audit that there has been a deficiency in the amount actually paid as compared to that actually due, then within sixty (60) days following the audit RTD may issue a written notice to Catellus indicating the amount of the deficiency and that amount shall be immediately due and payable from the notice date, with interest on the deficiency amount at the Default Rate from the date when the payment should have been made. In addition, if Catellus' statement for the pertinent calendar year is found to have understated the payment of income participation by more than seven and one-half percent (7-1/2%), then Catellus shall pay all of RTD's reasonable costs and expenses connected with such audit. Any information gained from such inspection and audit shall be confidential and shall not be disclosed to outside parties; provided, however, that RTD shall be permitted to divulge the contents of previous statements in connection with any financing arrangements, assignments of RTD's interest in income participation, or in connection with any judicial proceedings in which RTD is involved and where RTD may be required to divulge such information. The Internal Revenue Service or any party lending funds to RTD with respect to the Project shall be permitted to conduct an audit of the records as specified above for RTD for a period of seven (7) years following the close of the calendar year to which such Net Operating Income Statement relates.

6.1.10 Computation and Payment of Equity Participation.

6.1.10.1 Computation. Computation of equity participation pursuant to this Section 6.1.10.1 shall be made upon occurrence of a Capital Event (whether total or partial) provided that the Vesting Date has occurred and the Parties have not divested (pursuant to Section 6.1.4.2) or provided that Section 6.1.8 requires that a portion of the equity payment received be placed in escrow. Notwithstanding the foregoing, (i) in the event of Catellus' exercise of the Liquidity Option, this Section shall not apply and, instead, the provisions of Section 6.2.2 shall govern computation of equity participation and (ii) in the event of exercise of the Right of Extinguishment, this Section shall not apply and, instead, the provisions of Section 6.3.2.2 shall govern.

For purposes of computing the equity participation payment pursuant to this Section 6.1.10.1, the owner of the parcel which contains the improvements being valued shall be designated the "Payor" and shall designate the amount due, if any, to the other Party (the "Payee"). The following provisions shall be applicable thereto:

(a) Total Capital Event.

In the event of a total condemnation or total casualty of the improvements in question, where no rebuilding or restoration of the improvements is funded therefrom, Payor shall pay to Payee the proportion due to such Payee from the net cash award proceeds or agreed equity valuation attributable thereto and remaining therefrom after deduction of all costs of collection and fees incurred in connection therewith. In no event shall an interest of either Party of fifty percent (50%) or less of the improvements in question be subject to a minority interest discount. Upon such payment, all rights of Payee in such improvements shall be deemed fully paid and satisfied and shall be of no further force or effect whatsoever. In the case of a total condemnation or total casualty affecting both the improvements in question and the underlying land, the Land Value shall be deducted and credited to the Payor, and the terms of this paragraph shall apply to the balance.

In the event of a sale or exchange of the improvements in question (see Sections 6.4.3 or 6.4.4), Payor shall pay to Payee that portion of the net sale proceeds received or net exchange value (i.e., the exchange value less the exchange costs) (pursuant to Sections 6.4.3 or 6.4.4), as the case may be, minus the Land Value and proportional to its equity interest at the time of such sale, exchange or disposition where net sale proceeds or net exchange value are determined by subtracting from the gross sale proceeds or exchange value (or, in the case where the Right of First Offer applies, the greater of such proceeds or the amounts described in Section 6.4.5) deductions for expenses including (a) the Payor's share of the closing costs; (b) brokerage commissions; (c) attorney's fees directly relating to the sale or exchange; (d) (i) in the case of the Phase I Improvements, fair market construction cost determined by reference to the construction costs of buildings of similar size and quality located in downtown Los Angeles, indexing such construction costs to the period of actual Phase I construction, taking into account entitlement restrictions and requirements and construction conditions (with such costs to be determined in the first instance by reference to the Engineering News Record Cost Index and if such publication is discontinued, by reference to a similar publication acceptable to the parties), and reduced by an imputed amount of amortization which shall be computed in accordance with the amortization schedule for the primary financing in place with respect to the Phase I Improvements, and (ii) in the case of the Phase II Improvements, outstanding principal amounts of Qualifying Loans and all accrued and unpaid Interest Differential Amounts, but excluding prepayment penalties paid or any Qualifying Loans to which such improvements are to remain subject after such sale or exchange; (e) accrued Deemed Ground Rental Amount, if any, plus interest as calculated in Section 6.1.7; and (f) accrued Operating Shortfalls plus accrued interest, if any, as calculated in Section 6.1.9.1.

In the case of a sale or exchange of all or a portion of the Phase I Improvements or the Phase II Improvements to a third party purchaser, Payee shall have the right to challenge in Arbitration the question of whether the gross sales proceeds, exchange valuation or other valuation was at market value or was depressed below market value by reason of execution of a Major Lease (other than a Major Lease disputed in Arbitration or approved pursuant to Section 7.3.2) for all or a portion of such improvements at rental rates below prevailing market rates for comparable space. Such determination shall be made by reference to the market value of buildings of similar size and quality located in downtown Los Angeles and by taking into account such other factors as the appraiser determines are relevant including, by way of example only, the type of user (e.g., government or commercial) occupancy at the time of sale. All such determinations shall be made by accepted methods of appraisal in accordance with the provisions of Section 6.2.1. Any such challenge must be given in writing within sixty (60) days of receipt from Payor of a written account setting forth such sales or exchange proceeds or other valuation and proposed deduction. The findings of the Arbitrator shall be final and shall not require further matters to be established by Appraisal unless so ordered by the Arbitrator but, in that case, the methods used shall be those set forth in Section 6.2.3 (i.e., utilizing standard appraisal methodology on an as-developed basis). In no event shall any such Arbitration delay the proposed sale or exchange in question; each Party hereby covenants to the other that it shall keep both the fact and the result of such Arbitration confidential. With respect to any Arbitration respecting fair market value or fair rental value, the gross sale proceeds shall be the greater of the fair market value as determined by Arbitration or the actual gross sale proceeds.

In the case where Payor receives a promissory note or similar deferred payment instrument, the equity participation of

Payee shall attach to the cash payments, if any, made pursuant to such an instrument if, as, and when received by Payor, less any costs of collection and other costs incurred by Payor which would have been permissible deductions at the consummation of the sale or exchange in question.

(b) Partial Capital Event. In the event of a refinance (with respect to Phase II only), partial casualty loss or partial condemnation of the improvements in question, Payor shall pay to Payee that portion of the net cash proceeds received which is proportional to Payee's equity interest at the time of the refinance, partial casualty loss or partial condemnation, where net cash proceeds are determined by subtracting from the amount received (a) payment of all outstanding principal amounts on all Qualifying Loans (other than those to which the improvements in question are to remain subject after such Capital Event) and all accrued and unpaid Interest Differential Amounts thereon; (b) deduction of refinancing costs, including "points," prepayment premiums, insurance adjustment and restoration costs and fees; and (c) condemnation litigation and/or restoration costs and fees, as the case may be, attributable to such improvements and after deduction of all costs, fees (including cost of collection and attorneys' fees to the extent not recovered), and casualty restoration payments and expenses related to the Capital Event in question to the extent permitted to be retained by Payor by third party lenders and deduction of all accrued and unpaid Deemed Ground Rental Amount, with interest, if any; and payment of all accrued Operating Shortfalls plus interest, if any. Payee's participation rights in question and this Agreement shall thereafter continue in full force and effect.

(c) Capital Event - Effect of Refinance.

The net proceeds of any refinancing of the debt covering all or a portion of the Phase I Improvements or Parcel 1 shall be the sole property of RTD.

Upon refinance of the debt covering all or part of the Phase II Improvements and the underlying land, the portion of the net proceeds of the refinancing in question that is attributable to Parcel 2 shall be the sole property of Catellus. Such portion shall be equal to the Land Value and shall be paid to Catellus out of the net proceeds of refinancing after payment of all Qualifying Loans, accrued and unrecovered Deemed Ground Rental Amounts (including interest thereon), if any, and accrued and unrecovered Operating Shortfalls (including interest thereon). An example of the foregoing is set forth on Exhibit M-2. Following such refinancing, Deemed Ground Rental Amounts shall cease to accrue on that portion of the Land Value in respect to which Catellus shall have received refinancing proceeds as aforesaid. To the extent that upon a refinancing there are insufficient net proceeds available to satisfy the Land Value in full, Deemed Ground Rental Amounts shall continue to accrue upon the unsatisfied portion. Upon any Capital Event which occurs after a refinancing, in computing the amount due to RTD under Section 6.1.5, the Parties shall take into account the unsatisfied portion (if any) only of the Land Value and the accrued and unrecovered Deemed Ground Rental Amount (and interest thereon), all as set forth in examples 5 and 6 of Exhibit M-2.

6.1.10.2 Payment Procedures. In each case under this Section 6.1.10, the net amount due Payee shall (except as otherwise provided by Section 6.1.8) be paid concurrently with the receipt by Payor of its share thereof. Any payment made in the event of a Capital Event shall be subject to deduction for a reserve to deal with any post-closing matters, the same to be distributed, to the extent remaining, to Payor and Payee in proportion to the Parties' ownership at the time of the Capital Event, with payment made at such time thereafter as Payor reasonably deems prudent. An example of the calculation and

payment of the equity participation under this Section 6.1.10 is attached as Exhibit M-2.

6.1.10.3 Accounting Records. As soon as practicable, but in no event later than sixty (60) days after the Capital Event in question, Payor shall furnish or cause to be furnished to Payee a statement of the amount due to Payee in respect to the Capital Event in question, showing in reasonable detail the gross amount received and all adjustments and deductions made thereto or therefrom. Such statement shall be signed by a responsible officer of Payor. Payor shall make available to Payee, upon request by Payee, in Los Angeles County at times reasonably requested by Payee full and complete books of account, records (including records required pursuant to Section 6.1.9.3 for calculation of Net Operating Income) and other pertinent data relating to such payment, segregated from all other records, and such books and records shall be kept for a period of seven (7) years after the Capital Event in question. The receipt by Payee of any statement or payment made with respect to the foregoing shall not bind it as to the correctness of the statement or the payment. Within three (3) years after the receipt of any such statement, Payee shall be entitled to require an audit, to be carried out within a reasonable time thereafter, of such payment by an independent certified public accountant to be designated by it subject to the reasonable approval of Payor. Such audit shall be limited to the determination of the correct payment due (including Net Operating Income) and shall be conducted during normal business hours at the principal place of business of Payee or, at Payor's option, the Project. If it shall be determined by the independent auditor that there has been a deficiency in the amount actually paid as compared to the amount due, then within (60) sixty days following the conclusion of the audit, Payee may issue a written notice indicating the amount of the deficiency and that amount shall become immediately due and payable, with interest at the Default Rate from the date when said payment should have been made. In addition, if Payor's statement shall be found to have understated the correct amount due by more than seven and one-half percent (7-1/2%), then Payor shall pay all of Payee's reasonable costs and expenses connected with such audit. Any information gained from such statements or inspection shall be confidential and shall not be disclosed other than to carry out the purposes hereof; provided, however, Payee shall be permitted to divulge the contents of any such statement in connection with any financing arrangements or assignments of Payee's interest in such payments or in connection with any administrative or judicial proceedings in which Payee is involved and where Payee may be required to divulge such information. The Internal Revenue Service or any party lending funds to Payee with respect to the Project shall be permitted to conduct an audit of the records as specified above for a period of seven (7) years following the Capital Event in question.

6.2 Appraisal.

6.2.1 Appraisal Methodology. Whenever an appraisal is required by this Agreement with respect to the land and/or improvements which comprise the Project, the basis used to determine appraised value for the portion of the Project being appraised (the "Appraised Property") shall be on an "as developed" basis, unless otherwise specified herein. Each Party will, at its own cost, independently initiate an appraisal of the Appraised Property utilizing independent MAI appraisers certified by the State of California with a minimum of five (5) years of commercial real estate experience in Los Angeles County. These appraisals shall be completed within ninety (90) days of initiation, unless such period is extended by mutual consent. If the two independently issued appraisals differ by ten percent (10%) or less of the lower appraisal, then the two appraisals shall be averaged and such average shall conclusively be the value of the Appraised Property. However, if the two appraisals differ by more

than ten percent (10%) of the lower appraisal, then the two appraisers previously chosen by the two Parties shall choose one appraiser (the "Appraiser") from a list of six appraisers approved by both RTD and Catellus. The initially approved list of appraisers is attached as Exhibit N. The list shall be amended in writing by mutual agreement of the Parties as appropriate to ensure that at least one mutually acceptable appraiser remains available. If no appraiser chosen by the Parties remains available and the Parties cannot agree on additional appraisers, the list shall not be amended and, at such time as selection of an Appraiser is required, the two appraisers initially conducting the Appraisal shall mutually agree upon the identity of the Appraiser. The Appraiser, relying upon the two reports and/or conducting such independent investigations as he or she deems necessary, shall seek to reconcile the two appraisals and shall determine the appraised value of the Appraised Property. The determination of the Appraiser regarding the Appraised Property shall be concluded within forty-five (45) days of the completion of the initial appraisals, and shall conclusively be the value of the Appraised Property, provided that said value shall not exceed the higher appraisal nor be lower than the lower appraisal of the initial two appraisals. The cost of the Appraiser's appraisal shall be borne equally by the Parties, unless mutually agreed. Any "Appraisal" required by this Agreement shall follow this methodology, except as may be mutually agreed in advance by the Parties in writing.

6.2.2 Phase I Improvements - Formula for Equity Valuation.

6.2.2.1 Liquidity Option Valuation. Pursuant to tax-exempt financing regulations requiring ownership by a public entity of improvements financed with tax-exempt funds over the economic life of those improvements, it is estimated that non-public ownership of the Phase I Improvements cannot commence until forty (40) years from the Phase I Move In Date. Accordingly, for purposes of an exercise of the Liquidity Option by Catellus following which RTD does not (pursuant to Section 6.3.1.3) exercise the Right of Extinguishment, the portion of the Phase I Improvements financed by tax-exempt means (including parking allocated to the Phase I Improvements) shall be valued as the present value (at the time of Appraisal) of the estimated equity value of the Phase I Improvements in the fortieth (40th) year, as follows: the Net Operating Income for the Phase I Improvements in the fortieth (40th) year following the Phase I Move In Date shall be estimated by determining comparable Class A Los Angeles Central Business District market rate rents (using separate market rates for each of the various uses within the building, such as office, retail, day care, parking and public assembly) assuming an occupancy of ninety-five percent (95%) of the Rentable Square Footage of the Phase I Improvements, less net costs to landlord of ownership and operation as of the date on which the Appraisal is being performed and inflating such figure at a rate of five percent (5%) per year to the fortieth (40th) year and deducting Deemed Ground Rental Amount in the fortieth (40th) year therefrom. The difference between estimated Net Operating Income in the fortieth (40th) year and Deemed Ground Rental Amount in the fortieth (40th) year shall be capitalized at the Capitalization Rate on which the Appraisal is being performed (as capitalized, the "Capitalized Amount"). Deductions from the Capitalized Amount shall be limited to (a) sales costs, established as two percent (2%) of the Capitalized Amount and (b) an established tenant improvement allowance of thirty dollars (\$30) per Rentable Square Foot inflated to the fortieth (40th) year from the Phase I Move In Date at the rate of five percent (5%) per year, compounded annually. The Capitalized Amount less deduction for sales costs and tenant improvement allowance shall be discounted back to the year in which the Phase I Improvements are being valued, at a discount rate equivalent to RTD's cost of tax-exempt funding at the time of issuance but in no event greater

than eight (8) percentage points. An example of the calculation of the Phase I Improvements valuation is attached as Exhibit M-3.

In making the above-required determination of market-rate rents, to the extent that any portion of the Phase I Improvements is suitable for occupancy by commercial office space tenants paying market rate rents, the valuation under this provision shall not be reduced because RTD's rental rates are below-market rental rates.

6.2.2.2 Other Phase I Improvements Valuation. In any other instance where valuation of the Phase I Improvements (including parking allocated to such improvements) is required, the equity value of the improvements shall be determined by the methodology set forth in Section 6.2.3.

6.2.3 Phase II Improvements - Formula For Equity Valuation. Where an Appraisal is required, the value of the Phase II Improvements (including parking allocated to such improvements) shall be determined by standard appraisal methodology on an as-developed basis after deducting Deemed Ground Rental Amount from Net Operating Income before capitalization at the Capitalization Rate, utilizing the Appraisal procedure described in Section 6.2.1.

6.3 Options to Liquidate or Extinguish Interests. Subject to the terms of Section 6.1.4.2, the exercise of the Right of Extinguishment or of the Liquidity Option described below shall, in addition to the other requirements therefor, be valid only if no "Notice of Default" (i.e. a notice pursuant to § 2920 et seq. of the California Civil Code) has been recorded (or no action in "Foreclosure" has been commenced subject to the terms of Section 6.1.4.2, pursuant to §§ 725 et seq. of the California Code of Civil Procedure) and remains uncured against title to the Phase II Improvements (in the case of the Liquidity Option) or against title to either the Phase I Improvements or to the Phase II Improvements (in the case of the Right of Extinguishment) as of the date of such exercise. None of the foregoing shall, however, be construed, nor is it intended, to affect the valid exercise of the Right of Extinguishment or of the Liquidity Option prior to any such Foreclosure or deed in lieu of such transaction. However, if subsequent to any such valid exercise and prior to closing pursuant thereto, a Notice of Default is recorded (and remains uncured) against title to the Phase II Improvements (in the case of the Liquidity Option) or either the Phase I Improvements or the Phase II Improvements (in the case of the Right of Extinguishment), then all time periods with respect to both the Liquidity Option and the Right of Extinguishment shall be extended by the number of days between the date of recordation of said Notice or commencement of such action and the date of removal of said Notice or dismissal of such action. If such period exceeds ninety (90) days or if a Foreclosure occurs at any time before Liquidity Closing or Extinguishment Closing, as the case may be, then said valid exercise shall be deemed void and of no further force or effect but without prejudice to any subsequent such exercise after removal of said Notice of Default.

6.3.1 Phase I Liquidity Option.

6.3.1.1 Exercise of Option. If and only if (a) the Vesting Date has occurred (and no divesting has taken place pursuant to Section 6.1.4.2); (b) the Right of Extinguishment has not been exercised; (c) no sale or exchange of the Phase I Improvements has occurred, and (d) there exists no active purchase and sale agreement or written escrow instructions executed by RTD and a proposed third party purchaser (including Catellus or an Affiliate of Catellus) for sale of the Phase I Improvements, then, subject to the provisions of Sections 6.3 and 6.3.1, Catellus thereafter shall have an option (the "Liquidity Option") to sell to RTD one hundred percent (100%) of the Catellus

Phase I Interest. Although Catellus may exercise the Liquidity Option prior to the Phase II Stabilization Date, no closing with respect to such exercise shall take place prior to the date which is six (6) months after the Phase II Stabilization Date.

The Liquidity Option shall be exercised as follows: Upon preliminary determination of its desire to exercise the Liquidity Option, Catellus shall provide a dated written notice of such preliminary intent to RTD. Within thirty (30) days after the date of such preliminary intent notice, the Parties shall initiate a preliminary appraisal (the "Preliminary Appraisal") of the Catellus Phase I Interest in accordance with the procedures set forth in Section 6.2. Within thirty (30) days following its receipt of the final Preliminary Appraisal, Catellus shall, if it decides to exercise the Liquidity Option, provide written, dated notice of such intent (the "Liquidity Option Initial Notice") to RTD. The Liquidity Option Initial Notice shall specify the Liquidity Closing Date, said date to be eighteen (18) months after the Liquidity Initial Notice Date (as hereinafter defined). Notwithstanding the foregoing, RTD may in its sole discretion specify in writing to Catellus within fifteen (15) business days after its receipt of the Liquidity Option Initial Notice that the Liquidity Closing Date shall occur at an earlier date than that specified in the Liquidity Option Initial Notice, but in no event earlier than six (6) months after the Liquidity Initial Notice Date. The date of the Liquidity Option Initial Notice shall be the "Liquidity Initial Notice Date." Seven (7) months prior to the Liquidity Closing Date, the Parties shall initiate an update of the Preliminary Appraisal which shall become the Appraisal, pursuant to the provisions of Section 6.2.1 utilizing, to the extent feasible, the same appraisers who conducted the Preliminary Appraisal. The Preliminary Appraisal shall be deemed the Appraisal if the Liquidity Closing Date is within seven (7) months of the Liquidity Initial Notice Date.

If the Preliminary Appraisal amount exceeds the Appraisal amount by more than five percent (5%) of the Preliminary Appraisal amount, Catellus may in its sole discretion revoke its exercise of the Liquidity Option by written notice to RTD delivered within thirty (30) days after the date of the Appraisal (the "Final Revocation Date") provided that it reimburses RTD for RTD's costs incurred with respect thereto promptly upon receipt of a reasonably detailed invoice of such costs. The "Irrevocable Liquidity Option Date" shall be the date which is five (5) business days after the date of the Appraisal unless the Preliminary Appraisal amount exceeds the Appraisal amount by more than five percent (5%) of the Preliminary Appraisal amount, in which event the Irrevocable Liquidity Option Date shall be the Final Revocation Date. If RTD enters into a purchase and sale agreement or written escrow instructions pertaining to sale of all or a portion of the Phase I Improvements with a third-party purchaser, or Catellus exercises its Right of First Refusal with respect to the Phase I Improvements prior to the Irrevocable Liquidity Option Date, the exercise of the Liquidity Option shall be void and of no further force or effect and the provisions of this Agreement regarding valuation upon sale (including Sections 6.1, 10.1 and 6.4) shall govern valuation of the Catellus Phase I Interest. Unless previously revoked by Catellus or superseded by RTD as described in this paragraph, upon occurrence of the Irrevocable Liquidity Option Date, the Parties shall irrevocably proceed to the Liquidity Closing and RTD shall upon the Liquidity Closing Date pay to Catellus the lesser of (i) an amount which is five percent (5%) greater than the amount of the Preliminary Appraisal or (ii) the Appraisal amount (measured in Constant Dollars), as consideration for its purchase of the Catellus Phase I Interest.

In no event shall the Liquidity Closing Date precede the date which is six (6) months following the Phase II Stabilization Date. Therefore, notwithstanding the foregoing, if

the Phase II Stabilization Date does not occur on or prior to the Irrevocable Liquidity Option Date, the Liquidity Closing Date shall, if initially earlier, automatically be extended to the date which is eighteen (18) months after the Liquidity Initial Notice Date. However, if the Phase II Stabilization Date has not occurred by the date which is one (1) year after the Liquidity Initial Notice Date, RTD may, in its sole discretion, terminate the Liquidity Option exercise and such termination shall reduce by one (1) the number of occasions upon which Catellus may seek to exercise the Liquidity Option by requesting a Preliminary Appraisal. Catellus may request a Preliminary Appraisal of the Catellus Phase I Interest pursuant to the above-stated process on three (3) occasions only and on the third occasion (if not terminated pursuant to this paragraph) shall only be entitled to receive the lesser of the Preliminary Appraisal amount or the Appraisal amount.

6.3.1.2 Closing Procedure. The consummation of the purchase and sale of the Catellus Phase I Interest ("Liquidity Closing") shall take place at RTD Headquarters or such other location as the Parties may agree at 10:00 a.m. on the Liquidity Closing Date at which time RTD, at RTD's election, shall deliver to Catellus either (a) a federal funds cashier's check or wire transfer in the amount established pursuant to Section 6.3.1.1, less any amounts required to correct any existing or prior Catellus Default or any unrecovered amount previously paid by RTD to cure a Catellus Default, together with interest at the Default Rate on such amounts payable from the date of default or RTD expenditure as the case may be, or (b) a Liquidity Option promissory note (the "Liquidity Option Note"), in the form of Exhibit Q attached. In addition, the Parties shall execute an amendment to the recorded memorandum of this Agreement reflecting that Liquidity Closing has occurred (but without disclosure of the amount paid) and which the Parties shall promptly thereafter cause to be recorded in the Official Records of the Los Angeles County Recorder at RTD's cost.

6.3.1.3 Invocation of Right of Extinguishment. Upon Liquidity Closing, RTD shall acquire the Catellus Phase I Interest and shall retain the RTD Phase II Interest. If the date established for the Liquidity Closing Date occurs on or after the eighth (8th) anniversary of the Vesting Date, then RTD shall have the right to invalidate Catellus' exercise of the Liquidity Option by its exercise of the Right of Extinguishment, which must be exercised to be effective by written notice to Catellus of RTD's intent to so act no later than ninety (90) days following the Irrevocable Liquidity Option Date. If RTD invokes the Right of Extinguishment in accordance with the requirements set forth above, the provisions of the Right of Extinguishment shall take effect and all payments, if any, shall be made in accordance with the provisions set forth in Sections 6.3.2.2 and 6.3.2.3 and, subject to the Extinguishment Closing taking place, the rights granted under the Liquidity Option shall terminate.

6.3.2 Right of Extinguishment.

6.3.2.1 Ability to Exercise. Following the Vesting Date and only if the conditions described below are met, either Catellus or RTD shall have the right to extinguish the Catellus Phase I Interest, each such right constituting the "Right of Extinguishment." If either Party exercises its Right of Extinguishment, such exercise shall thereby automatically extinguish an equivalent portion of the RTD Phase II Interest; however, in each case only as described and with payments as set forth below and including the continuing interest of RTD in the RTD Phase II Interest pursuant to the provisions of Sections 6.3.2.2 and 6.3.2.3. The Right of Extinguishment may be exercised only by delivery of a dated written notice (the "Extinguishment Notice") given to the other Party (the date of

which shall be the "Extinguishment Notice Date") , which notice shall specify the date upon which such extinguishment shall occur (the "Extinguishment Date"), said date to be at least four (4) months but not more than six (6) months after said Extinguishment Notice is given, and the Extinguishment Notice shall, in addition, be valid if and only if:

(a) except in the case of exercise of the Right of Extinguishment by Catellus pursuant to Section 6.4.3.2 or by RTD pursuant to Section 6.4.4.2, the Extinguishment Date specified therein is on or after the eighth (8th) anniversary of the Vesting Date;

(b) the Irrevocable Liquidity Option Date has not occurred (unless exercise of the Liquidity Option has been vitiated pursuant to Section 6.3.1.1 or by RTD's timely exercise of the Right of Extinguishment in response to the Liquidity Option exercise pursuant to Section 6.3.1.3);

(c) there has been no Capital Event which terminates any portion of the ownership interest of RTD in the Phase I Improvements or Catellus in the Phase II Improvements, unless otherwise agreed by the Parties; and

(d) the right to exercise the Right of Extinguishment has not divested pursuant to the provisions of Section 6.1.4.2 or been delayed pursuant to Section 6.3.

6.3.2.2 Valuation.

(a) Notwithstanding the valuation provisions of Sections 6.1.10 and 6.2, upon the Extinguishment Date the Catellus Phase I Interest attributable to the Phase I Improvements shall be extinguished pro tanto with the RTD Phase II Interest attributable to an equal amount of square footage in the Required Phase II Square Footage, without cost to either Party. Following that extinguishment, the remaining interest of RTD in the Required Phase II Square Footage (the "RTD Remainder Interest"), shall be reduced from fifty percent (50%) to that fraction, the numerator of which is the amount by which the Required Phase II Square Footage exceeds the number of Rentable Square Feet comprising the Phase I Improvements (in each instance excluding parking, On-Site Infrastructure and Off-Site Infrastructure), and the denominator of which shall be the number two (2) multiplied by the total Rentable Square Footage of the Phase II Improvements. Upon said extinguishment, RTD shall receive an amount equal to the RTD Remainder Interest multiplied by the value of the improvements determined by Appraisal in accordance with Sections 6.1.3, 6.1.5 and 6.2. Any amounts due hereunder shall be payable within one year of the Extinguishment Date, with interest payable thereon at Prime Rate from the Extinguishment Date. RTD shall continue to receive its full Income Participation Payments through the Extinguishment Date, at which date the payments shall be prorated to the date of termination of the right to such payments. An example of the foregoing calculation is attached as Exhibit M-6.

(b) In lieu of requiring such Appraisal and payment, RTD, in its sole discretion, exercisable only by written notice from RTD to Catellus of RTD's intention to retain such interest given at least thirty (30) days prior to the Extinguishment Date, may maintain its income and equity participation interests in the Phase II Improvements, with its interest being equal to the RTD Remainder Interest. In that event, RTD shall have the right to receive income and equity participation only and shall have no lease approval or other rights with respect to the Phase II Improvements, except as otherwise provided in the REOA and the PMA.

6.3.2.3 Retention of RTD Phase II Interest.

The RTD Phase II Interest retained by RTD after exercise of the Right of Extinguishment or the Liquidity Option shall continue until the earlier of any Capital Event extinguishing such interest or the termination of such participation interest pursuant to Section 6.6.

6.3.2.4 Extinguishment Procedure and Effect.

The consummation of the exchange of the Catellus Phase I Interest and the RTD Phase II Interest as aforesaid (the "Extinguishment Closing") shall take place at RTD Headquarters or such other location as the Parties may agree at 10:00 a.m. on the date set forth in the Extinguishment Notice, at which time the paying Party, if any, shall deliver to the other a federal funds cashier's check or wire transfer in the amount established pursuant to Section 6.3.2.2, less setoffs, if any, pursuant to Section 8.11, and the Parties shall execute an amendment to the recorded memorandum of this Agreement reasonably acceptable to both Parties, reflecting that Extinguishment has occurred (but without disclosure of any amount paid) and which the Parties shall promptly thereafter cause to be recorded in the Official Records of the Los Angeles County Recorder at their joint cost. Upon Extinguishment Closing, if RTD has not exercised its rights pursuant to Section 6.3.2.2(b), this Agreement shall terminate subject to the rights of the Parties to receipt of the payments referred to in Section 6.3.2.2(a). If RTD has exercised its rights pursuant to Section 6.3.2.2(b), all the terms of this Agreement except the provisions of this Section 6 shall terminate.

6.4 Sales or Exchanges Prior to Year Thirty.

Unless otherwise set forth below, all sales or exchanges of Phase I, Phase II or portions thereof (except sale or exchange pursuant to Section 6.4.2) shall be subject to the REOA, the Public Transit Use Agreement, the PMA, the rights of RTD, if any, established pursuant to Section 6.3.2.2(b), and the Qualifying Purchaser requirements; except that, following Extinguishment Closing, the Qualifying Purchaser Requirements shall not apply. All sales or exchanges permitted in this Section shall in addition be subject to the provisions of Section 11.3 regarding assignment of interests.

6.4.1 Sale or Exchange of Catellus Phase I Interest. Except in connection with exercise of the Liquidity Option or as set forth in Section 6.4.4, Catellus may not sell or exchange the Catellus Phase I Interest.

6.4.2 Sale or Exchange of RTD Phase II Interest. RTD may sell or exchange the RTD Phase II Interest subject to a Right of First Refusal in favor of Catellus, the REOA and until the Catellus Phase I Interest terminates, the Qualifying Purchaser requirements.

6.4.3 Sale or Exchange to Third Parties of Parcel 1 or Phase I Improvements. Prior to the earlier of (i) the Phase I Move In Date or (ii) the expiration of the Option (described in Section 8.8), RTD may not sell or exchange Parcel 1. Following such date, RTD may sell or exchange Parcel 1 and the Phase I Improvements either separately or together, free of any rights of approval of Catellus except as specifically set forth below.

6.4.3.1 Prior to Vesting Date. If sale or exchange of the Phase I Improvements takes place prior to the earlier of the Vesting Date or the Vesting Expiration Date, Catellus shall have a Right of First Refusal with respect thereto.

(a) If Catellus purchases said property pursuant to said Right of First Refusal, then this Article 6 shall thereupon be of no further force or effect. If Catellus does not exercise said right to purchase and RTD proposes to consummate

such sale or exchange in accordance with the Third Party Notice, then Catellus shall have the right, exercisable on or prior to the Decision Date, to submit to Arbitration the matter set forth in Section 6.1.10.1(a) and the matters described in Section 6.4.6.

(b) Within thirty (30) days after the Decision Date, or, if it elects Arbitration as aforesaid, within thirty (30) days after the same is finalized, Catellus shall elect either to (i) terminate this Agreement (in which event RTD shall forfeit any and all future rights to participate in any income or equity in the Phase II Improvements and Catellus shall forfeit any and all future rights to participate in any income or equity in the Phase I Improvements) or (ii) require RTD to place into escrow (pursuant to Section 6.1.8) the amount of the proceeds of such sale or exchange (determined pursuant to Section 6.1.10.1) to which Catellus would be entitled upon occurrence of the Vesting Date and the Phase II Stabilization Date. The failure of Catellus to make a timely election shall conclusively be deemed election of clause (i) above.

6.4.3.2 Following Vesting Date.

(a) Any proposed sale or exchange by RTD of the Phase I Improvements which occurs on or following the Vesting Date but prior to (a) any divesting pursuant to Section 6.1.4.2; (b) the Irrevocable Liquidity Option Date (see Section 6.3.1.1); or (c) delivery by either Party of the Extinguishment Notice (see Section 6.3.2.1) shall be subject to a Right of First Refusal in favor of Catellus, and the provisions of Section 6.4.3.1(a) shall apply thereto. Within thirty (30) days after the Decision Date, or if it elects Arbitration, within thirty (30) days after the same is finalized, Catellus shall elect either to (i) accept payment of the amount of the proceeds of such sale or exchange to which Catellus would be entitled pursuant to Section 6.1.10.1 (as the same may have been determined by Arbitration), subject to the escrow provisions of Section 6.1.8 until the occurrence of the Phase II Stabilization Date, or (ii) exercise the Right of Extinguishment (regardless of whether the eighth (8th) anniversary of the Phase II Occupancy Date has then occurred). The failure of Catellus to make a timely election shall conclusively be deemed election of clause (ii). In the event that clause (i) above is chosen by Catellus but the Phase II Stabilization Date has not occurred by the date which is three (3) years after the date of sale or exchange of the Phase I Improvements, RTD may, at its election, invoke the provisions of clause (ii) above. In that event, upon Extinguishment Closing, in addition to the terms described in the succeeding paragraph, the sum held in escrow pursuant to Section 6.1.8 shall be released to RTD.

(b) If the Right of Extinguishment is elected as aforesaid, then within thirty (30) days thereafter, either Party may cause the RTD Remainder Interest to be redeemed pursuant to the provisions of Section 6.3.2.2(a), in which event RTD shall also receive the income component of Minimum RTD Phase II Interest which shall be due and payable in lump sum as a condition concurrent to Extinguishment Closing. If neither Party timely makes such election, then Catellus shall maintain RTD's income and equity participation interests in the Phase II Improvements, with said equity participation interest being equal to the RTD Remainder Interest (the "Minority Percentage") and said income participation interest being equal to fifty percent (50%) through the remainder of the eight year period commencing upon the Vesting Date, and thereafter being reduced to the Minority Percentage. Such participation shall not give RTD any lease approval or other rights with respect to the Phase II Improvements. Either Party may elect to redeem the RTD Remainder Interest pursuant to Section 6.3.2.2(a) (without regard to the RTD Minimum Phase II Interest) by notice given to the other during the thirty (30) day period commencing upon the expiration of said

eight (8) year period, failing which the same may thereafter be redeemed only pursuant to Sections 6.1.10.1, 6.5 or 6.6.

6.4.3.3 Following Extinguishment Closing.

Following Extinguishment Closing, RTD may sell or exchange (i) all or a portion of Parcel 1 or (ii) the Phase I Improvements, free of any approval rights of Catellus, including the Right of First Refusal or the Right of Extinguishment.

6.4.4 Sale or Exchange to Third Parties of Parcel 2 or Phase II Improvements. If the Catellus Phase I Interest has not previously been redeemed pursuant to exercise of the Liquidity Option, any sale or exchange of (i) the Required Phase II Square Footage or (ii) Parcel 2 if construction of the Required Phase II Square Footage has not been commenced to the extent described in Section 6.4.4.1 (i)-(vii), must include transfer of the Catellus Phase I Interest to the purchaser of the aforesaid interest. Proceeds paid to Catellus by the purchaser of the Required Phase II Square Footage and attributable to the Catellus Phase I Interest shall be payable to Catellus only and shall not be shared with RTD. RTD shall have the right to challenge in Arbitration the amount proposed to be allocated by Catellus to the Catellus Phase I Interest, provided however, that such Arbitration shall not delay the sale or exchange in question.

6.4.4.1 Prior to Vesting Date. Sale or exchange of all or any portion of Parcel 2 prior to the Vesting Date shall be subject to a Right of First Refusal in favor of RTD if a third party purchaser has made an offer or to a Right of First Offer in favor of RTD if a third party purchaser has not made an offer (with the provisions of Section 6.4.4.2(b) applying thereto). Any such sale or exchange shall also be subject to the rights of RTD to participate in equity and income from improvements on Parcel 2 during the periods that such rights exist. In addition, prior to the earlier of the Vesting Date or the Vesting Expiration Date, Catellus shall not sell portions of Parcel 2 without the prior written consent of RTD, which consent shall be granted under the following circumstances, but which otherwise may be withheld in RTD's sole discretion:

(i) If demolition, excavation or grading activity on the Site relating to the Phase II Improvements has commenced (so that if constructed, the improvements commenced would constitute the Required Phase II Square Footage);

(ii) a construction loan for the improvements described in clause (i) from an Institutional Lender is then of record;

(iii) a permanent loan commitment or its equivalent has been secured from an Institutional Lender for the improvements described in clause (i);

(iv) a lease or written commitment for the improvements described in clause (i) has been executed with Effective Rent (as defined in Section 6.1.7) covering at least one hundred percent (100%) of permanent loan debt service;

(v) Catellus has not pledged Parcel 2 in whole or in part to any third party for any purpose other than to fund development or operation of the improvements described in clause (i);

(vi) Catellus has not included Parcel 2, in whole or in part in any cross-collateralization of a loan made for any reason other than the development or operation of the improvements described in clause (i); and

(vii) Catellus has not used equity and debt designated for development of the improvements described in clause (i) for any other purpose.

Notwithstanding the foregoing, Catellus shall not sell the portion of Parcel 2 upon which such construction activity is taking place prior to the earlier of the Vesting Date or the Vesting Expiration Date.

6.4.4.2 Following Vesting Date.

(a) If the Vesting Date has occurred and the Extinguishment Notice has not been delivered prior to the Offer Date (as hereinafter defined), Catellus' right to sell or exchange all or any portion of Parcel 2 together with all or any portion of the Phase II Improvements, or all or any portion of the Phase II Improvements alone, shall be subject to a Right of First Offer in favor of RTD if a third party purchaser has not made an offer or to a Right of First Refusal in favor of RTD if a third party purchaser has made an offer and if such disposition occurs prior to the eighth (8th) anniversary of the Vesting Date, shall also be subject to the right of RTD to receive the Minimum RTD Phase II Interest. For purposes hereof, the "Offer Date" shall be, with respect to the Right of First Refusal, the date of the Third Party Notice and, with respect to a Catellus determination to sell the interest in question, the date set forth on Catellus' notice to RTD describing its desire to sell at a specified sale price.

(b) If RTD purchases said property pursuant to the Right of First Refusal, then this Article 6 shall thereupon be of no further force or effect. If RTD does not exercise said Right to purchase and Catellus proposes to consummate such sale or exchange in accordance with the Third Party Notice, then RTD shall have the right, exercisable on or prior to the Decision Date, to submit to Arbitration the matter set forth in Section 6.1.10.1(a) and the matters described in Section 6.4.6.

(c) Within thirty (30) days after the Decision Date or, if it elects Arbitration as aforesaid, within thirty (30) days after the same is finalized, RTD shall elect either to (i) accept payment of the amount of the proceeds of such sale or exchange to which RTD would be entitled pursuant to Section 6.1.10.1 (as the same may have been determined by Arbitration), or (ii) exercise the Right of Extinguishment (regardless of whether the eighth (8th) anniversary of the Phase II Occupancy Date has then occurred). The failure of RTD to make a timely election shall conclusively be deemed election of clause (ii). Notwithstanding the foregoing, if the Irrevocable Liquidity Option Date has occurred, RTD shall conclusively be deemed to have elected clause (i). If the Right of Extinguishment is elected as aforesaid, the provisions of Section 6.4.3.2(b) shall apply to such extinguishment.

If RTD elects clause (i) above, the Catellus Phase I Interest (unless previously terminated pursuant to the Liquidity Option) shall transfer to the purchaser of the Required Phase II Square Footage or other interest described in Section 6.4.4 and such interest shall remain subject to the Liquidity Option.

6.4.4.3 Following Extinguishment Closing.

Following Extinguishment Closing, Catellus may sell or exchange (i) all or a portion of Parcel 2; (ii) the Phase II Improvements, or (iii) all or a portion of Parcel 2 together with all or any portion of the Phase II Improvements, free of any approval rights of RTD including the Right of First Refusal or the Right of First Offer.

6.4.5 Right of First Offer. Only RTD shall have a Right of First Offer. Whenever the time periods established pursuant to this Right of First Offer are in effect with respect to a particular interest, the Right of First Refusal shall be suspended with respect to that interest. When a Right of First Offer applies, it shall consist of the following rights and obligations. RTD shall be entitled to the Right of First Offer only if it is not, at the time of written notice by Catellus to RTD setting forth its intention to sell the property, in default under the Liquidity

Option Note if given pursuant to Section 6.3.1.2. Prior to marketing or sale of all or any portion of Parcel 2 together with all or any portion of the Phase II Improvements or all or any portion of the Phase II Improvements alone, Catellus shall (a) provide RTD with written notice of its intent to sell such property and (b) within fifteen (15) days, commission an Appraisal of the property offered for sale. RTD shall have the right, but not the obligation, until the later of ninety (90) days from receipt of the written notice described in clause (a) or sixty (60) days from the date of receipt of the Appraisal, to make an offer at a specified dollar amount to purchase such property. The Parties shall keep confidential the values obtained for the property so appraised.

Any offer made by RTD under this provision shall be at least equal to ninety-five percent (95%) of the amount of such Appraisal (the "Offer Amount"). If an offer is made by RTD, Catellus shall thereupon have thirty (30) days to determine whether to accept the offer. If the offer is accepted, closing shall take place within sixty (60) days from the date of acceptance of the offer. Upon closing pursuant to such offer and payments as required pursuant to this Section, the provisions of this Article 6 shall thereupon be of no further force or effect. If the offer is either not accepted or is rejected, Catellus shall have three hundred sixty (360) days from the earlier of (a) the date the offer is rejected by Catellus or (b) the expiration of the thirty (30) day period (the "Rejection Date") to market and to enter into a definitive agreement to sell such property to any third party subject to the provisions of the following paragraph. If Catellus fails to accept or reject the offer by RTD, the offer shall be deemed rejected as of the Rejection Date. Closing of sale of such property shall occur within four hundred twenty (420) days from the Rejection Date. If such property has not been sold within the requisite time period, any offer of such property shall again be subject to RTD's Right of First Offer and said time periods shall run anew.

If RTD fails to make an offer to purchase such property or if the offer is rejected or deemed rejected by Catellus, Catellus may freely market and dispose of the same, provided that (a) the amount received by RTD with respect to the RTD Phase II Interest shall be computed pursuant to Section 6.1.10 as though the gross sale proceeds (as described in Section 6.1.10.1(a)) were not less than the greater of (i) the Offer Amount, (ii) ninety-five percent (95%) of the amount established therefor by Appraisal or (iii) prior to the eighth (8th) anniversary of the Vesting Date, the Minimum RTD Phase II Interest; and (b) the provisions of Section 6.8 are met. If the offer by the prospective purchaser does not meet the condition set forth in clause (a), RTD shall nonetheless have the right to approve a sale of such property in which it shall receive less than the amount specified therein. RTD shall have no approval right if the conditions set forth in clauses (a) and (b) are met.

The Right of First Offer shall not terminate until the interest to which it applies has been sold following offer pursuant to that right. The benefit of the Right of First Offer runs with the land and RTD shall not have any other right to transfer or assign such right, except to an Affiliate.

6.4.6 Right of First Refusal. The Party having the Right of First Refusal ("Party A") may exercise such right with respect to proposed dispositions of the real property and contractual interests covered thereby (the "Interest"), upon the following terms and conditions.

The owner of the Interest ("Party B") shall give Party A a dated, written notice of any written offer (including non-binding letters of intent) to purchase the Interest which Party B would be inclined to accept setting forth in reasonable detail the terms thereof and the amount to which it believes Party A

would be entitled pursuant to Sections 6.1.8 and 6.1.10.1, upon consummation of such sale or exchange (a "Third Party Notice"). Together with such notice, Party B shall also provide Party A with documentation regarding the identity of the offeror and such financial statements of offeror as Party B is able to obtain. Upon receipt of the Third Party Notice, Party A shall have the right, provided it is exercised on or prior to the Decision Date, to bring an Arbitration with respect to the following:

(i) whether the proposed third party purchaser is a Bona Fide Third Party Purchaser; and

(ii) if the arbitrator determines that the proposed third party purchaser is not a Bona Fide Third Party Purchaser, whether the offer is for fair market value, which shall, for purposes of this definition, be established by Appraisal by the method set forth in Section 6.2.3.

If, as a result of the Arbitration, a fair market value for the interest different from that set forth in the Third Party Notice is established, then, upon consummation of the sale or exchange pursuant to that Third Party Notice, Party A shall be entitled to receive its proportional equity participation interest in the greater of (i) the fair market value or (ii) the actual gross sale proceeds or exchange value received by Party B. In no event shall any such Arbitration delay the proposed sale or exchange in question; each Party hereby covenants to the other that it shall keep both the fact and the result of such Arbitration confidential.

Party A may exercise the Right of First Refusal by a written counter-notice setting forth substantially the terms and conditions of the aforesaid offer delivered within forty-five (45) days after satisfaction by Party B of the terms described above, accompanied by a cashier's check in favor of Party B in the sum of three percent (3%) of the purchase price (the "Deposit") to secure Party A's performance under this Section.

If Party A makes an offer meeting the terms of the Third Party Notice, closing of the purchase and sale of the Interest shall take place within sixty (60) days after receipt by Party B of Party A's counter-notice at the offices of Party A's counsel or at such other place as may be agreed to by the Parties. Party B shall thereupon deliver to Party A a grant deed or an assignment of the Interest in form and substance reasonably acceptable to Party A and Party A shall deliver to Party B a federal funds cashier's check or wire transfer in the amount of the purchase price, less the amount of the Deposit and accrued interest thereon. All items of income and expense shall be equitably prorated as of the date of closing, and all closing costs (including costs for the title insurance policy) shall be paid for by Party B except to the extent set forth in the Third Party Notice. If Party A elects to purchase the Interest and if recovery of costs incurred in connection with the third party offer is required by a Bona Fide Third Party Purchaser, then Party A shall pay one-half (1/2) of the costs required to be paid which are demonstrated to Party A's satisfaction to have been reasonably incurred by said Bona Fide Third Party Purchaser in connection with the offer and Party B shall pay the remaining one-half (1/2) of such costs.

Party A acknowledges and agrees that it shall acquire the Interest strictly on an "as is" basis, without any warranty or representation whatsoever, and that it shall be obligated to purchase the Interest without benefit of any conditions precedent except in the case of sale of real property, the right to terminate based on a physical and environmental inspection or upon occurrence of a condemnation resulting in substantial inability to use the improvements thereon for the purposes for which they were intended or a casualty resulting in substantial destruction of the premises, and, in the case of sale of the Interest to RTD, issuance of an ALTA title insurance policy showing ownership of the Interest by Catellus

or its successor and containing no exceptions other than those in existence at Closing or otherwise approved by RTD, or for which title insurance reasonably satisfactory to RTD is obtained, all at Catellus' sole cost and expense. If a physical or environmental inspection is permitted by the above, inspection rights shall be governed by the Right of Entry Agreement. Party B shall at its sole cost and expense remove of record (at or before closing) any monetary liens existing against the Interest unless either such liens were (a) approved in writing prior to the creation thereof by Party A, or (b) assumed by Party A in its sole and absolute discretion.

If the Right of First Refusal is not exercised and the transaction set forth in the Third Party Notice is not consummated within one (1) year after the date thereof, any sale of the Interest (whether pursuant to the offer which had triggered the last Right of First Refusal or to a different offer) shall again be subject to the Right of First Refusal and the terms and time periods established above shall apply anew. Any offer described in a Third Party Notice shall also be subject to the Right of First Refusal, regardless of the amount of time which has passed, if (but only if), during the course of negotiations by Party B with the prospective purchaser following a determination by Party A not to exercise the Right of First Refusal, the terms of the offer are changed such that the purchase price declines by more than five percent (5%) from the price set forth in the Third Party Notice, in which event the terms and time periods established above shall apply anew.

The Right of First Refusal shall not terminate until the Interest to which it applies has been sold following offer pursuant to such right. The benefit of the Right of First Refusal runs with the land and neither Party shall have any other right to transfer or assign such right, except to an Affiliate.

6.5 Extinguishment at Year Thirty. On the thirtieth (30th) anniversary of the Vesting Date, if the Catellus Phase I Interest and the RTD Phase II Interest have vested and neither has been redeemed by occurrence of a Capital Event, then RTD shall extinguish the RTD Phase II Interest and Catellus shall extinguish the Catellus Phase I Interest and this Agreement shall terminate subject to the following sentence. The respective interests shall be valued in accordance with the provisions of Section 6.2 and payment shall thereupon be due from the Party with the lesser interest to the Party with the greater interest.

6.6 Sale at Year Thirty. On the thirtieth (30th) anniversary of the Vesting Date, if the Catellus Phase I Interest and the RTD Phase II Interest both vested but only one was redeemed through a Capital Event such that one such interest remains in existence, then the Party whose property remains subject to the participation rights in question must purchase such rights from the other Party, in each case for its value established in accordance with the provisions of Section 6.2 after payment in full or on a pro rata basis of any financing covering said property. For purposes of this Section, the interest remaining shall be valued as a fraction of the value of the improvements in question. The numerator of said fraction shall be the number of Rentable Square Feet in which the selling Party retains an interest and the denominator shall be the total number of Rentable Square Feet of the improvements in question. The value of the improvements in question shall be determined in accordance with Section 6.2. Upon payment of the required amount, this Agreement shall terminate.

6.7 Foreclosure, Deed-in-Lieu, Hypothecation. None of the provisions of Sections 6.3 or 6.4 shall be applicable to any hypothecation by a Party of its participation interests to which any of said provisions would otherwise be subject. Such hypothecation shall be expressly junior and subordinate to any existing or future financing covering the improvements to which the participation interest relates, or any portion thereof. In addition, such

hypothecation must expressly provide for a future subordination, by the hypothecating Party's lender, to any such financing.

6.8 Qualifications of Third Party Purchasers. Whenever required pursuant to Section 6.4, the prospective purchaser, to be a "Qualifying Purchaser" must demonstrate to the non-selling Party's reasonable satisfaction (to be rejected within thirty (30) days or deemed approved) that it has or can obtain the financial and technical resources and capability to own, operate and maintain the property subject to sale at standards consistent with then-existing standards established for the Project improvements as described in this Agreement and the REOA. This requirement shall be deemed satisfied if the purchaser in question is able to demonstrate to the non-selling Party's reasonable satisfaction that it will have obtained by the time of closing a loan from an Institutional Lender and, where improvements are included in the sale, if the purchaser owns and operates, or enters into a management agreement relating to said property with a property management company which has under management at least 1,000,000 Rentable Square Feet of office and/or retail space in Los Angeles County. Catellus shall be deemed to meet the above requirements with respect to its undertaking of management duties only. This Section 6.8 shall cease to be of any force or effect from and after the date of termination of this Agreement pursuant to Section 6 or Section 8.

SECTION 7. MARKETING, MANAGEMENT, AND LEASING

7.1 Marketing.

7.1.1 Phase I Improvements. RTD shall have marketing control of the Phase I Improvements.

7.1.2 Phase II Improvements. Catellus shall have marketing control of the Phase II Improvements, if built. In marketing the Phase II Improvements, Catellus shall dedicate senior management and marketing staff to the expeditious implementation of such improvements and shall prepare and present a marketing program to RTD for its approval.

7.2 Management.

7.2.1 Phase I Improvements. RTD shall designate a managing entity for the Phase I Improvements and may determine, in its sole discretion, to conduct a competitive bidding process by which it shall designate such managing entity. Catellus shall be a permitted entrant in any bidding process. If the Phase I Improvements are financed by tax-exempt funds, the choice of any management entity and the terms of any contracts with such entity the same shall be in accordance with federal requirements governing tax-exempt financing. RTD shall maintain the Phase I Improvements to a standard equal to that maintained in other first-class office buildings in the downtown Los Angeles area.

7.2.2 Phase II Improvements. Catellus shall manage the Phase II Improvements and shall be entitled, in connection therewith, to deduct from gross income a fee which shall not exceed the fee normally charged for management services at other commercial office buildings in downtown Los Angeles of similar size and quality. Catellus shall maintain the Phase II Improvements to a standard equal to that maintained in other first-class office buildings in the downtown Los Angeles area.

7.2.3 Management Areas. The JMC shall govern and the Operator shall manage the Management Areas in accordance with the REOA, the Public Transit Use Agreement, the Management Documents and the Design Guidelines. The JMC shall meet regularly to review the status and information, consider recommendations of the Operator 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 operating budgets, costs and revenues and the allocation thereof, the procurement of services by the JMC and the authorization of services of the Operator.

The JMC shall have the authority to negotiate and execute modifications of the PMA after initial execution by amendment, subject to approval of the Parties, and to direct and modify all or any portion of the Operator's services. The JMC may also suspend or terminate said services, subject to written advance notice of reasonable cause.

7.3 Leasing.

7.3.1 Phase I Improvements. RTD may either assume responsibility for the leasing of the Phase I Improvements, appoint leasing agents, or conduct a competitive bidding process to determine responsibility for the leasing of such improvements.

7.3.2 Phase II Improvements. Catellus shall assume responsibility for the leasing of the Phase II Improvements without prejudice to its rights to retain a broker or brokers in connection therewith. The Leasing Criteria may be modified by the Parties at any time by mutual written consent. Either Party shall have the right from time to time to submit new or modified Leasing Criteria to the other which, unless disapproved by the other Party in writing within thirty (30) days of receipt thereof, shall be deemed approved. Disagreement between the Parties as to the commercial reasonableness of the Leasing Criteria shall be resolved by Arbitration.

Except as set forth in Section 7.3.3, if, as and when the Phase II Improvements are built, Catellus shall be permitted to enter into leases not constituting Major Leases without any right of approval of RTD, provided that Catellus shall seek to conform such leases to the Leasing Criteria. In order to assist RTD in meeting the deadlines established pursuant to this Section, Catellus shall keep RTD apprised of prospective tenants under Major Leases with whom it is negotiating and the terms of any offers. Catellus shall submit each proposed Major Lease and pertinent tenant information to RTD together with Catellus' dated statement either that such Major Lease does, or does not, conform to the Leasing Criteria then established by the Parties. If Catellus states that the lease is conforming, RTD shall have a period of ten (10) business days within which to determine whether such proposed Major Lease does or does not so conform. If RTD believes that the proposed Major Lease does not so conform, it shall, within the ten (10) business days provided, provide an initial dated written notice to Catellus of its belief of non-conformance. Within fifteen (15) business days after the date of a non-conformance notice delivered (a) by RTD, RTD shall provide Catellus with a detailed statement as to those particulars with respect to which there is an alleged nonconformance with the Leasing Criteria, setting forth therein its approval or disapproval of the Major Lease in question; or (b) initially by Catellus, RTD shall provide Catellus with written notice of RTD's approval or disapproval of the Major Lease in question. Conditional or "subject to" approvals shall in all cases be deemed disapprovals.

If RTD duly disapproves a proposed Major Lease and sets forth suggested terms therefor not exceeding the Leasing Criteria requirements, Catellus shall negotiate with the proposed tenant to attempt to obtain RTD's suggested terms. If Catellus is unable to come to agreement with the proposed tenant on RTD's proposed terms, Catellus may nonetheless, at its discretion, (a) enter into the proposed Major Lease rejected by RTD, or (b) terminate the negotiations. Catellus' determination to enter the proposed lease or to cease negotiations following RTD disapproval shall be a determination made by Catellus in its sole discretion, and RTD shall not be liable to Catellus for any determination so made. If

Catellus does execute the Major Lease despite RTD's disapproval, RTD shall have the right to dispute such determination by initiating Arbitration (no later than one-hundred twenty (120) days after the date of submission to RTD of a copy of the Major Lease in question) in order to establish whether such Major Lease was commercially reasonable given the timing and circumstances in which it was proposed and accepted and taking into consideration the costs of operation, Debt Service Amounts and Deemed Ground Rental Amount associated with the space in question. When determining the commercial reasonableness of the transaction, the arbitrator(s) shall take into account only the sums actually contributed or to be contributed to Net Operating Income by the proposed tenant and shall not take into consideration (a) sums or benefits received by Catellus in connection with the proposed lease accruing with reference to different properties or transactions, or (b) reductions or limitations to accrual of Deemed Ground Rental Amount described in Section 6.1.7. The arbitrator(s) shall be instructed to render a single, unified decision as to whether, on the whole, the subject lease was commercially reasonable and shall not split RTD's objections (if several) into numerous elements nor determine whether each of such elements was or was not reasonable. If it is determined that the Major Lease in question was not commercially reasonable, the arbitrator(s) shall make a finding of damages and Catellus shall be liable to RTD for the sum of damages determined thereby, offset by the amount of the reduction pursuant to Section 6.1.7, if not previously deducted.

7.3.3 Equity Offers. Notwithstanding any of the foregoing, the Parties shall not enter into any lease or sublease calling for a share or stake in the equity of the Phase I Improvements or the Phase II Improvements without obtaining the other Party's prior written approval to the terms thereof.

7.3.4 Other Evidence. Catellus may submit and RTD shall accept, in lieu of a proposed Major Lease, draft agreements, offer letters or term sheets pertaining thereto, provided such documents contain all the sufficient and relevant terms and conditions of the Major Lease by which RTD can reasonably determine the conformance of the Major Lease with the Leasing Criteria, in which case RTD shall review and approve said terms and conditions, subject to their incorporation without substantial change in content or conformance to the Leasing Criteria. Thereafter, within fifteen (15) days following execution, Catellus shall submit the Major Lease to RTD and in the event that the Major Lease as executed does not so conform and fails, in RTD's reasonable estimation, to meet the Leasing Criteria, RTD shall have the right to initiate Arbitration as described in Section 7.3.2.

7.3.5 Major Lease Remedies. Subject to Section 6.1.7, the foregoing constitutes an exhaustive statement of RTD's rights with respect to its approval of any Major Lease, and without limitation RTD shall under no circumstances be entitled to an injunction or any other equitable decree.

SECTION 8. TERMINATION, DEFAULT AND REMEDIES

8.1 Termination of Agreement. In addition to the provisions of Section 6 and Section 8.8, this Agreement shall terminate in the following events.

8.1.1 Party Termination. In the event that the Parties are unable to agree with respect to any of the Predevelopment Conditions or if the conditions set forth in Section 2.2 have not been satisfied or waived pursuant to Section 2.4, then either Party may terminate this Agreement (subject to Section 8.8.1) by providing written notice to the other Party of its intention to terminate on the tenth (10th) day following the date of notice, and setting forth therein the basis for such termination and the conditions by which such termination may be avoided, if any.

The Party receiving such notice may (but shall not be obligated to) respond to the conditions set forth therein. If no response is given, the Agreement shall terminate as of the tenth (10th) day following the original notice date. If a response is given, the Agreement shall terminate on the tenth (10th) day following the date appearing on a second notice rejecting the response, unless agreement on the outstanding issues is reached within that time; provided however, nothing contained herein shall operate or be construed as a waiver or release of any claim concerning an alleged Event of Default or breach of this Agreement. Unless otherwise indicated by Section 8.1.3, the provisions of Section 8.8 shall survive termination of this Agreement pursuant to this Section.

8.1.2 Unavoidable Delay. An Innocent Party may terminate this Agreement by written notice (the "Termination Notice") to the other ("second") Party, effective upon the date set forth therein (the "Termination Date") (which shall be not less than thirty (30) days after the date of issuance thereof) if it concludes with respect to the Public Transit Improvements prior to the Public Transit Construction Start Date, or with respect to the Phase I Improvements prior to the Phase I Improvements Construction Start Date, that an identified Unavoidable Delay (other than Unavoidable Delay resulting from Arbitration between the Parties) will stop or prevent development of Phase I for one hundred eighty (180) consecutive days or more (measured from the date of issuance of the Termination Notice). If the second Party agrees that the delay shall exceed one hundred and eighty (180) days then, upon the Termination Date, this Agreement shall terminate and neither Party shall have any continuing rights with respect to this Agreement, except as set forth in Section 8.8. "Innocent Party" means (i) Party A only, where the Unavoidable Delay is caused by an Event of Default by or the delay of Party B, whether in rendering approvals or otherwise; and (ii) in any other case, either Party. However, if a Party receiving a Termination Notice disputes by written notice within fifteen (15) days of receipt of the Termination Notice the determination by the Innocent Party that the delay shall exceed one hundred and eighty (180) days, then the Termination Date shall be delayed until the conclusion of the one hundred eighty (180) day period. If, at the conclusion of such period, the Unavoidable Delay continues, then the Agreement shall automatically terminate on the day after such one hundred eightieth (180th) day. If the Unavoidable Delay ceases on or prior to such one hundred eightieth (180th) day, this Agreement shall continue in full force and effect notwithstanding the delivery of the Termination Notice. Costs incurred during the aforesaid time periods to the extent permitted by this Agreement or the Design and Construction Agreement shall be reimbursed by the Party required to make such payment.

8.1.3 Bad Faith Termination. Both RTD and Catellus have incurred and shall continue to incur substantial Predevelopment Costs. If either RTD or Catellus terminate this Agreement pursuant to Section 8.1.1 or otherwise prior to the Phase I Improvements Construction Start Date, the other Party may seek a determination of the issue of whether the terminating Party failed to act in good faith as required by Section 2. If such determination is sought following Closing but prior to the Phase I Improvements Construction Start Date, it shall be made by Arbitration. If such determination is sought prior to Closing or if, at any time, RTD commences condemnation proceedings, such proceedings and any allegations or claims of bad faith termination by either Party in connection therewith shall be reviewable only in a court of law and, in the latter case, in the context of such condemnation proceedings. Following adjudication in the manner set forth above, neither Party shall have any continuing rights with respect to this Agreement, except as set forth in Section 8.8.1. In the case of Arbitration, the arbitrator(s) shall be instructed to render a single, unified decision as to whether, on the whole, the Party in question acted, or failed to act, in good faith, and shall not split the complaining Party's objections (if several) into numerous elements nor determine

whether each of such elements was or was not in good faith. If it is determined either by Arbitration or judicial process that the termination was in bad faith, the Party determined to be acting in bad faith shall be liable to the other Party for an amount equal to all Predevelopment Costs incurred by the prevailing Party, together with interest thereon at the Default Rate from the date of expenditure until paid and all costs and expenses including reasonable attorney's fees incurred in connection with obtaining the judgment. In addition, if Catellus is found to have terminated this Agreement in bad faith, the provisions of Section 8.8 shall terminate and RTD shall be excused from its obligations with respect to that Section. The provisions of this paragraph shall survive termination of this Agreement.

8.2 Events of Default - General. The occurrence of any one or more of the following events shall be an "Event of Default" under this Agreement:

8.2.1 Monetary Default. Either Catellus or RTD (the "defaulting party") fails to comply with any covenant contained in this Agreement which calls for the payment of money, and does not cure that failure within thirty (30) days after written notice from the non-defaulting party of such default.

8.2.2 Non-Monetary Default. Either Catellus or RTD fails to comply with any covenant contained in this Agreement other than those covenants referred to in Section 8.2.1, and does not cure that failure either (i) within thirty (30) days ("Initial Cure Period") after written notice from the non-defaulting party, or (ii) such longer period as is required to effect a cure, so long as the defaulting party begins within the Initial Cure Period and diligently continues to cure the failure, and the cure is completed within one hundred eighty (180) days.

8.2.3 Covenants to Perform. Every undertaking or obligation of either of the Parties set forth in this Agreement, unless expressly set forth to the contrary herein, is a covenant, breach of which shall, upon lapse of applicable cure periods therefor, be an Event of Default under this Agreement. No default by any Party excuses that Party or the other Party from performance under this Agreement.

8.3 Remedies - General.

8.3.1 Self-Help. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right, but not the obligation, to provide the observance, performance or compliance in question on behalf of the defaulting party. The Party providing such observance, performance or compliance shall be entitled to treat the amount of any cost or expense incurred in connection therewith as a loan by the non-defaulting party to the defaulting party, which loan shall bear interest on the outstanding balance at the Default Rate from the date of and during the period of such loan. Interest shall be payable monthly by the defaulting party to the non-defaulting party on the last day of each calendar month. If the defaulting party fails to pay all amounts (including interest) owing to the non-defaulting party under such loan within thirty (30) days after written notice therefor, the non-defaulting party may exercise all of the remedies provided herein or at law or in equity, upon provision of fifteen (15) days prior written notice to the defaulting party. No observance, performance, or compliance by the non-defaulting party for or on behalf of the defaulting party shall be deemed to have cured the default with respect to the defaulting party.

8.3.2 Injunctive Relief. Upon the occurrence of an Event of Default, and in addition to other remedies specifically provided in this Agreement or at law or in equity, the non-defaulting party shall be authorized and entitled wherever there is otherwise a right to equitable or injunctive relief to proceed to

bring any proceedings in the nature of specific performance, injunction or obtain any equitable remedy.

8.4 Catellus Default. The occurrence of any one or more of the following events shall, upon lapse of applicable cure periods therefor, be a "Catellus Default" under this Agreement:

8.4.1 An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor-relief proceedings are commenced by or against Catellus; or

8.4.2 Prior to the earlier of the Vesting Date or the Vesting Expiration Date, Catellus is unable to pay its debts in the ordinary course of business as they come due; or

8.4.3 Any material representation or warranty made by Catellus in any of the Development Documents proves to be false or misleading in any material respect; or

8.4.4 Catellus is in material default under this Agreement, after giving effect to the curative provisions set forth herein; or

8.4.5 A material Event of Default under any other Development Document (as defined in that Development Document) caused by Catellus occurs after giving effect to the curative provisions set forth therein, either (i) for an Initial Cure Period of thirty (30) consecutive days, or (ii) for a total period of one hundred eighty (180) days, so long as Catellus begins within the Initial Cure Period and diligently continues to cure the default, and the cure is completed within one hundred eighty (180) days.

8.5 RTD Remedies for Catellus Default. If a Catellus Default occurs under this Agreement, the Construction Management Agreement or any other Development Document which so states, RTD may exercise any right or remedy which it has under this Agreement, or which is otherwise available at law or in equity or by statute, and all of RTD's rights and remedies shall be cumulative. In addition, upon determination by court or Arbitration of a Catellus Default which default remains uncured by Catellus for a period of ninety (90) days after issuance of a judgment by such court or Arbitration panel, the court or Arbitration panel may determine in a new proceeding or upon a subsequent application that the nature and magnitude of such uncured default justifies that RTD shall be excused from performance of any obligations it otherwise would have with respect to the Option pursuant to Section 8.8; with respect to the RTD Headquarters Commitment of Section 3.2 and with respect to the Right of First Refusal or Right of First Offer, wherever such appear in this Agreement.

8.6 RTD Default. The occurrence of any one or more of the following events shall be an "RTD Default" under this Agreement:

8.6.1 An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor-relief proceedings are commenced by or against RTD; or

8.6.2 Prior to the earlier of the Phase I Move In Date or the Vesting Expiration Date, RTD becomes unable to pay its debts in the ordinary course of business; or

8.6.3 Any material representation or warranty made by RTD in any of the Development Documents proves to be false or misleading in any material respect; or

8.6.4 RTD is in material default under this Agreement, after giving effect to the curative provisions set forth herein.

8.6.5 RTD fails to make timely payment pursuant to the Liquidity Option Note.

8.7 Catellus Remedies for RTD Default. If an RTD Default occurs under this Agreement, the Design and Construction Agreement or any other Development Document which so states, Catellus may exercise any right or remedy which it has under this Agreement, or which is otherwise available at law or in equity or by statute, and all of Catellus's rights and remedies shall be cumulative. In addition, upon determination by court or Arbitration of an RTD Default which default remains uncured by RTD for a period of ninety (90) days after issuance of a judgment by such court or Arbitration panel, the court or Arbitration panel may determine in a new proceeding or upon a subsequent application that the nature and magnitude of such uncured default justifies that Catellus shall be excused from performance of any obligations it otherwise would have with respect to the Right of First Refusal or Right of First Offer and the Catellus Phase II Commitment of Section 4.2.1, wherever such appear in this Agreement.

8.8 Option to Purchase Headquarters Site.

8.8.1 Phase I Delay. If (a) a Certificate of Substantial Completion for an RTD headquarters facility on Parcel 1 of at least 350,000 Rentable Square Feet has not been issued on or before the date which is six (6) years after the date of Closing, and provided that construction is not then underway, or if construction is then underway, the date which is nine (9) years after the date of Closing, regardless of any issue of fault or blame on the part of RTD and regardless of any Unavoidable Delay (except that, for purposes of this Section only, the time periods set forth above shall be tolled upon occurrence of Unavoidable Delays described in clauses (ii) and (viii) of that definition) but extended by the number of days, if any, of delay caused by a Catellus Default or Unavoidable Delays as described in the parenthetical above, or (b) if prior to the date established above, Catellus brings suit in Arbitration and the arbitrator finds, based on a preponderance of the evidence, that RTD has abandoned construction of Phase I for a period of one hundred eighty (180) days or more (Unavoidable Delay shall not constitute abandonment), then this Agreement shall terminate and in addition to all other rights and remedies referred to in or provided under this Agreement, and further provided that no Catellus Default has been found by a court or Arbitration (see Sections 8.1.3 and 8.5), Catellus shall have the right to exercise the Option as defined in and pursuant to this Section 8.8.

Notwithstanding the foregoing, if RTD determines not to commence or to continue construction of Phase I and can demonstrate on the basis of clear and convincing evidence that the construction of the Phase I Improvements is technically or economically infeasible (disregarding circumstances, if any, which are peculiar to either Catellus or RTD, such as, by way of example only, extraordinary financial strength or weakness and to be determined by Arbitration if Catellus disagrees) the time period for exercise of the Option shall be reduced from five (5) years to two (2) years from the date the Option commences.

8.8.2 Grant of Option. If the conditions of Section 8.8.1 for grant of an Option to Catellus are met, then, notwithstanding the termination of this Agreement, RTD hereby grants to Catellus an option (the "Option") to purchase (a) fee title to the Headquarters Site; (b) FAR associated with the Metro Plaza Site up to an amount sufficient (together with that FAR then existing on Parcel 2) to permit construction of the Required Phase II Square Footage; and (c) any improvements, other than Public Transit Improvements, then constructed on the Headquarters Site, subject to a permanent Public Transit Easement in favor of RTD (containing at a minimum those rights set forth in the Public Transit Use Agreement and an easement for surface pedestrian access to the Metro Plaza

Site and access to the Phase I Public Parking) (the "Easement") as to the Public Transit Use Areas and title to those Public Transit Improvements constructed thereon or which RTD intends to construct thereon, but for which Unavoidable Delay was the effective cause preventing such construction. The within grant of the Option shall be conditional, effective if and only if any of the events referred to in Section 8.8.1 occur, and, except as otherwise described in Section 8.8.1, shall remain outstanding for five (5) years thereafter, but in no event later than December 31, 2011. RTD acknowledges that good, valuable and sufficient consideration has been paid to it for the grant of the Option, and that no other payment with respect to the grant therefor shall be required or is otherwise due.

8.8.3 Entry onto the Headquarters Site. From and after the effective date of the Option described in the preceding paragraph and until Option Closing or the expiration of the Option, as the case may be, Catellus and its agents shall be afforded full access to the Headquarters Site during normal business hours for the purpose of making such investigations as they may deem prudent with respect to its physical condition, including soils, seismic, environmental and engineering tests, subject to the terms and conditions of a right of entry agreement acceptable to the Parties, including indemnification of RTD for any releases or damage caused by Catellus or its consultants, agents or employees in connection therewith.

8.8.4 Purchase Price Pursuant to Exercise of Option. Catellus may elect to exercise the Option only as follows. Catellus shall have the right from time to time (but not earlier than the occurrence of the events referred to in Section 8.8.1 nor later than the expiration of the Option) to issue a written notice (the "Preliminary Option Notice") to RTD, whereupon the Parties shall cause an Appraisal of the Headquarters Site to be performed for the value of the fee interest, taking into account (a) the continuing existence of the Public Transit Use Areas, (b) any improvements, other than Public Transit Improvements, then constructed on the Headquarters Site and (c) the extent to which entitlements for the Phase I Improvements are vested on the date of the Appraisal and would inure to the benefit of a private purchaser. Within sixty (60) days after completion of said Appraisal, Catellus may exercise the Option only by written notice to RTD (the "Final Option Notice"). If Catellus does not timely issue the Final Option Notice, it shall pay for all of RTD's costs and expenses in preparing the Appraisal. The Final Option Notice shall specify the date of Option Closing, which shall be not more than one hundred twenty (120) days after the date of the Final Option Notice. The purchase price for the Headquarters Site pursuant to exercise of the Option (the "Option Purchase Price") shall be ninety-five percent (95%) of the amount established by said Appraisal and shall be payable in cash, wire transfer or otherwise in immediately available funds at Option Closing, subject to adjustment for closing costs and prorations as hereinafter set forth.

8.8.5 Preliminary Report. Within ten (10) business days after Catellus' issuance of the Final Option Notice, RTD shall produce or cause to be produced an extended form ALTA preliminary report (the "PTR") issued by Title Company pertaining to the Headquarters Site together with copies of all items referred to therein as exceptions to title. RTD shall at its sole cost and expense provide a survey as required by Title Company in order to remove its survey exception from the PTR. Catellus shall have thirty (30) business days after its receipt of the PTR and copies of all instruments set forth or referred to therein to disapprove any exception to coverage. Failure timely to approve or to disapprove shall constitute approval; disapproval must be given in writing and, if timely given, shall terminate Catellus' obligation to proceed unless the item in question is a monetary lien, in which case RTD shall be obligated to remove or to "bond around" the same at or prior to Option Closing.

8.8.6 Closing Procedure. The purchase and sale of fee title to the Headquarters Site pursuant to Catellus' exercise of the Option (the "Option Closing") shall take place through an escrow (the "Option Escrow") to be held by an Escrow Agent in accordance with the following:

8.8.6.1 On or before the business day prior to the Option Closing, RTD shall deliver to the Option Escrow a duly executed and recordable grant deed providing fee title to the Headquarters Site subject only to a reservation for the Easement, in form and substance reasonably acceptable to Catellus and to RTD, and an affidavit of U.S. residence as required by law. When, and only when, Option Escrow shall confirm to Catellus that Title Company is ready, willing and able to issue to Catellus or its assignee an ALTA owner's policy of title insurance together with such endorsements as Catellus may reasonably require (collectively, the "Option Title Policy"), insuring fee title to the Headquarters Site in the amount of the Option Purchase Price, subject only to the Easement and to those exceptions which had been included in the PTR and which had been approved by Catellus and otherwise "as is", then Escrow shall cause said grant deed to be recorded in the Official Records of the Los Angeles County Recorder and shall deliver the Option Purchase Price to RTD, less its share of costs and prorations. Under no circumstances shall RTD be required to provide or pay for endorsements to title for title exceptions existing with respect to the Headquarters Site at the time of Catellus' previous ownership of such parcel, unless Catellus had provided similar coverage to RTD at the time of Closing, or for other endorsements for title exceptions not created or suffered by RTD. If there are any additional exceptions to title to the Headquarters Site filed or recorded prior to Option Closing and which were not created or suffered by RTD, Catellus shall have the right either to proceed or not to proceed to Option Closing or to obtain title insurance with respect thereto, which insurance shall be obtained at Catellus' sole cost and expense.

8.8.6.2 Except as set forth in Section 8.8.6.1, RTD shall pay for the Option Title Policy, recordation costs and all other Option Closing costs normally incurred by a seller in the County of Los Angeles incurred in connection with the conveyance of the Headquarters Site to Catellus, and for the documentary transfer taxes. RTD and Catellus shall share equally all escrow fees.

8.8.6.3 All real estate taxes and assessments (and rents, if any) shall be prorated based on a thirty (30) day month as of the date of Option Closing. RTD (unless exempt) shall pay all real estate taxes on the Headquarters Site pertaining to RTD's period of ownership thereof, notwithstanding that such taxes or portions thereof may be imposed retroactively after Option Closing.

8.8.6.4 Possession of the Headquarters Site shall be delivered to Catellus at Option Closing free of any rights of RTD except for the Easement, and rights provided pursuant to then recorded instruments of record between the Parties, including the Tunnel Access Agreement, the Public Transit Use Agreement and the REOA.

8.8.6.5 Notwithstanding any of the foregoing, RTD shall deliver the Headquarters Site to Catellus or its assignee at Option Closing free and clear of any and all liens or other monetary encumbrances, except for a lien for current and non-delinquent real estate taxes.

8.8.7 Conditions Precedent to Catellus' Obligation to Close Escrow. The obligation of Catellus to proceed to Option Closing after exercise of the Option is subject to the following conditions, inserted for Catellus' sole benefit and which may be waived by Catellus only in writing at its sole option. Said conditions are as follows:

8.8.7.1 RTD shall have performed and complied with all agreements and conditions required by this Section 8.8 to be performed or complied with by it on or prior to Option Closing.

8.8.7.2 Title Company shall be ready, willing and able to issue the Option Title Policy subject only to the Easement and to those exceptions set forth on the PTR and approved by Catellus.

8.8.7.3 There shall exist no contemplated or actual condemnation of the Headquarters Site prior to Option Closing.

8.8.7.4 There shall exist no casualty rendering the improvements thereon, if any, substantially unusable.

Except in those cases where Catellus has an action against RTD for breach of contract, if Catellus' performance under the Option is excused as aforesaid, Catellus shall relinquish all rights to the Option and shall execute and acknowledge a termination notice in recordable form within sixty (60) days after its determination not to proceed to Option Closing.

8.8.8 Assignment of Option. Subject to Section 11.3, Catellus shall have the right to assign the Option and all of its rights under this Section 8.8 to any third party, in which event all references to Catellus in this Section 8.8 shall be deemed to be to such assignee.

8.8.9 Cooperation with Exchange. At Catellus' request, RTD shall cooperate with Catellus in effectuating the Option Closing as part of a so-called "Section 1031" exchange. Catellus shall pay all of RTD's additional costs associated therewith. No delay in effectuating any such exchange shall prejudice Catellus' right to acquire fee title to the Headquarters Site pursuant to the exercise of the Option in accordance with the provisions of this Section 8.8.

8.9 Mandatory Arbitration. Any controversy or claim between the Parties for which Arbitration is required or permitted under this Agreement or any other Development Documents between the Parties shall, if requested by either Party, be determined by Arbitration pursuant to this Section. In addition, the Parties may mutually agree to proceed to Arbitration with respect to any other provision of this Agreement. Any Arbitration of provisions of this Agreement shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the American Arbitration Association ("AAA"). Notice of demand for Arbitration shall be filed in writing with the other Party to this Agreement and with the AAA. The cost of the Arbitration and attorneys and experts fees incurred in connection therewith shall be allocated pursuant to Section 11.9. The demand shall be made within the time periods specified in this Agreement or other Development Document and, if no time period is specified, within a reasonable time after the claim, dispute or other matter in question has arisen. The arbitrator(s) shall give effect to the requirements described in this Agreement and to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator(s). Judgment upon the Arbitration award may be entered in any court having jurisdiction. The institution and maintenance of any action for judicial relief of pursuit of a provision or ancillary remedy shall not constitute a waiver of the right of any Party, including the plaintiff, to submit the controversy or claim to Arbitration if the other Party contests such action for judicial relief and Arbitration is required by this Agreement. The terms of this Section shall survive termination of this Agreement.

8.10 Judicial Reference. In any judicial action between or among the Parties, including any action or cause of action

arising out of or relating to this Agreement or the Development Documents or based on or arising from an alleged tort, all decisions of fact and law shall upon mutual agreement of the Parties be referred to a referee in accordance with California Civil Code of Procedure §§ 638, et seq.

8.11 Setoff. Upon claim by either Party (the "first party") that sums are due to it from the other Party (the "second party") and not timely paid, the first party shall provide written notice of said claim to the second party. The first party shall thereafter have the right, upon occurrence of any Capital Event or prior to payment of any other sums due from it to the second party whether pursuant to this Agreement or otherwise to setoff any sums due to it from the second party together with interest thereon from the due date at Prime Rate plus two (2) percentage points against the amount then due to that second party. The amount of any setoff shall be subject to audit by the method set forth in Section 6.1.10.2 and disputes with respect to the right to setoff or the amount of such setoff shall be submitted to Arbitration. The Party claiming the right to setoff shall place disputed sums in escrow pending (i) agreement of the second party to release such funds to the first party or (ii) the outcome of the Arbitration.

8.12 Remedies Cumulative. All rights, privileges and elections or remedies of the Parties are cumulative and not alternative to the extent permitted by law (including suit for damages) and in equity and except as otherwise provided herein.

SECTION 9. PUBLIC TRANSIT USE AREAS AND IMPROVEMENTS

9.1 Public Transit Use Areas. At Closing, Catellus and RTD shall execute the Public Transit Use Agreement which shall include the terms set forth in Exhibit D-1 and such other items as the Parties may agree to include.

Prior to Closing, the location, area, form of legal title and preliminary design (as established in the Phase I Design Development Documents and Phase II schematic drawings) of the Public Transit Easement, the Public Transit Use Areas and the Public Transit Improvements shall be established by consent of the Parties. There shall be appended to the Public Transit Use Agreement, prior to execution thereof, (a) a metes and bounds description of each part of the Public Transit Use Areas; (b) a series of maps or plats to be entitled "Map of Use Areas" showing each Public Transit Use Area (which shall substantially conform to Exhibit D-2 unless otherwise agreed by the Parties); (c) a narrative description to be entitled "Public Transit Use Area List" identifying each Public Transit Use Area and Public Transit Improvement to be constructed thereon (which shall substantially conform to the location and type of Public Transit Improvements shown on Exhibit D-3 unless otherwise agreed by the Parties) by number, briefly stating the intended use of the Public Transit Use Area, and the form of legal title by which it is owned by RTD (as applicable), each of which shall be keyed to the Map of Use Areas; and (d) a preliminary design including Phase I Public Transit Improvements and Phase II Public Transit Improvements drawings accurate as of the date of Closing. The Public Transit Use Agreement shall, by its terms, remain in effect despite termination of this Agreement.

Each Public Transit Use Area is intended by both RTD and Catellus to constitute a space large enough in all reasonable respects and measurements but not larger than necessary to adequately accommodate and provide for all Public Transit Improvements to be located therein, all uses to be made thereof including those specified in the Metro Rail EIS or otherwise agreed by the Parties and the operation, maintenance, repair and replacement of such Public Transit Improvements.

9.2 Construction, Operation, Maintenance and Repair. Construction of the Phase I Public Transit Improvements shall be governed by the Design and Construction Agreement. The Phase II Public Transit Improvements shall be constructed pursuant to the provisions of Sections 1.2.3, 3.1 and Section 4. Use, operation, maintenance, repair and replacement of all of the Public Transit Improvements shall be governed by the provisions of the Public Transit Use Agreement and if executed, the REOA and the PMA. RTD will finance construction of, own and, subject to the PMA, operate the Public Transit Improvements constructed or to be constructed on the Public Transit Use Areas, including all public parking constructed thereon. Except as otherwise set forth in the Cost Allocations, the REOA, the PMA, in Sections 4.2.2 or 5.4 or imposed by uniform, non-discriminatory tax or assessment (i.e. not Project Area specific), construction and operation of the Public Transit Improvements shall be at the sole cost and expense of RTD. Except as mutually agreed upon by Catellus and RTD as to service retail businesses, any and all revenue generated from the use of the Public Transit Use Areas and the Public Transit Improvements by RTD and its permittees shall inure to the sole benefit of RTD and RTD shall bear sole responsibility for collecting or causing the collection of any such revenue.

SECTION 10. EQUAL OPPORTUNITY

10.1 Non-Discrimination. The Parties agree that, in the implementation of this Agreement and in design, development, operation and use of the Site, they shall not discriminate against any employee or applicant for employment on the basis of race, religion, sex, sexual orientation, age, physical handicap or national origin and shall comply with all applicable provisions of federal, state and local law related to discrimination. Catellus shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, sex, sexual orientation, age, physical handicap or national origin. Such actions shall include the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

10.2 Disadvantaged and Women-Owned Business Enterprise Provisions. Catellus shall take affirmative action, shall comply with and shall include in all contracts relating to design and construction of Phase I and the Phase II Public Transit Improvements, applicable provisions of that certain document entitled "Disadvantaged Business Enterprise Program for the Southern California Rapid Transit District," as the same may be amended, incorporated herein by reference, with particular reference to Section G of said document, entitled "Participation by Disadvantaged Minority and Women's Business Enterprises in Joint Development Project," attached as Exhibit O-1, and the document entitled "DBE Opportunity Criteria List," attached as Exhibit O-2, to provide opportunities for minority and female businesses to participate in various aspects of Phase I and the Phase II Public Transit Improvements, including, without limitation, the planning, design, financing, equity participation, construction, management and leasing thereof.

SECTION 11. MISCELLANEOUS

11.1 Governmental Requirements.

11.1.1 Disclosure of Principals. Upon written request of RTD, Catellus will make full disclosure to RTD of the names and percentage holdings of stockholders owning more than five percent (5%) of Catellus.

11.1.2 Public Works Contract Law. It is understood by the Parties that development of Phase I and the Phase II Public Transit Improvements may be subject to state and federal requirements applicable to public agencies, such as the Davis-Bacon Act (related to the payment of prevailing wages) and other requirements which could affect costs or determine the contents of public agency or joint development contracts. It shall be the responsibility of Gateway and Catellus and their respective contractors, vendors and suppliers to determine and conform to such requirements, as applicable, independent of any information which may be provided by RTD.

11.1.3 Prohibited Interests. No member, officer or employee of RTD shall have any interest, direct or indirect, in the Project or the proceeds thereof. No RTD Board member or officer or employee of RTD has any interest, whether contractual, non-contractual, financial or otherwise in the Project, or in the business of Catellus; and if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other Party, even if such interest would not be considered a conflict under Article 4, Division 4 (commencing with Section 1090) and Title 9, Chapter 7 (commencing with Section 87100) of the Government Code of the State of California.

11.1.4 Covenant Against Gratuity. Catellus warrants that no individual representing Catellus, no director, officer, employee or Affiliate of Catellus nor anyone holding an interest in Catellus has offered or given to any official or employee of RTD any gratuity (in any form) for the intent or purpose of securing favorable treatment in the Project negotiation process.

11.1.5 Debarred Interests. Catellus warrants that no individual representing Catellus, no director, officer, or affiliate of Catellus nor anyone holding an interest in Catellus who will benefit directly from the proposed Project is currently on any debarred bidders list maintained by the United States Government. In the event that Catellus shall discover that such an individual is on the debarred bidders list, Catellus shall immediately inform RTD and shall remove said individual from the Project.

11.1.6 Compliance With Laws. During the performance of this Agreement, Catellus and RTD shall each be responsible for the work of its own representatives and consultants and shall comply with all applicable federal, state and local laws, ordinances, codes, regulations, judicial decrees, or administrative orders and regulations. In the event the provisions of this Agreement or the Exhibits hereto conflict with federal, state or local laws or requirements governing, appropriation, allocation, disbursement or use of financing or funds, the provisions of law shall prevail.

11.1.7 Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to a share or part of any benefit directly arising out of the Project.

11.2 Relationship. The relationship of the Parties under this Agreement is purely that of adjacent landowners and independent agents acting at arms' length in good faith for their mutual benefit, and no relationship of partnership, joint venture, co-ownership, principal and agent or otherwise is intended or shall be construed or inferred.

11.3 Successors and Assigns. Except for the provisions set forth in Section 2, the terms, obligations and benefits of this Agreement shall run with the land and inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. The rights and obligations established pursuant to Section 2 may not be assigned except as otherwise set forth therein. Sale, conveyance or other transfer of Parcel 1, Parcel 2, the Phase I Improvements, the Phase II Improvements or any income or

equity participations therein (to the extent permitted by this Agreement -- see Sections 6.1.1.2(e) and 6.4) shall except as otherwise set forth be subject to the terms and conditions of this Agreement, including, as applicable, the rights to income and equity participation, the Right of First Offer and the Right of First Refusal, where applicable, the Qualifying Purchaser restrictions set forth in Section 6.8 and, upon recordation, the terms and conditions of the Grant Deeds, the REOA and the Public Transit Use Agreement. Notwithstanding the foregoing, this Agreement may be assigned as a whole to any Affiliate of either Party without the prior written consent of the other Party. The assigning Party shall notify the other Party of such assignment in writing ten (10) days prior to the effective date of such assignment. With the exception of restrictions on transfer of the Catellus Phase I Interest, none of the provisions of Sections 6.3 or 6.4 shall be applicable to any sale, transfer, exchange or other disposition to any Affiliate of the transferring Party; provided, however, that such transferring Party shall not be absolved from any liability thereby and provided further that such Affiliate shall expressly assume all retroactive and prospective obligations of such transferring Party under this Agreement.

11.4 Entire Agreement. This Agreement and the Exhibits hereto are the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein, including (i) that certain Exclusive Right to Negotiate Agreement dated as of February 11, 1991, by and between RTD and Catellus Development Corporation, a Delaware corporation and (ii) the list of documents set forth on Exhibit D-1 to that Exclusive Right to Negotiate Agreement.

11.5 Modification: Waiver. This Agreement may be changed, modified or discharged only by an agreement in writing signed by both Parties. Except as expressly set forth in this Agreement, no claim of waiver, modification, or acquiescence with respect to any of the provisions of this Agreement shall be made against either Party, except on the basis of a written instrument executed by and on behalf of both Parties. No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default. The waiver by one Party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by it of any other covenant, condition or promise. The waiver by either or both Parties at the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

11.6 Governing Law and Jurisdiction. This Agreement is to be governed by and construed in accordance with the laws of the State of California, and the courts of California shall have exclusive jurisdiction in respect of all disputes concerning or arising out of this Agreement.

11.7 Section Headings. The headings of the several sections and subsections of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit or aid in the construction of any term or provision hereof.

11.8 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.

11.9 Attorneys' Fees. If either Party hereto shall obtain legal counsel and bring an action in court or Arbitration against the other 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 attorney's and experts costs and fees incurred in connection therewith.

11.10 Notices. All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been given either upon personal delivery or one (1) business day after deposit with an overnight private courier delivery service, addressed as follows:

If to Catellus:

Catellus Development Corporation
800 North Alameda Street
Los Angeles, California 90012
Attention: Ms. Liz Harrison

With a copy to:

Catellus Development Corporation
201 Mission Street, 30th Floor
San Francisco, California 94105
Attention: Eileen M. Malley, Esq.

And to:

Pircher, Nichols & Meeks
1999 Avenue of the Stars
Suite 2600
Los Angeles, California 90067
Attn: David J. Lewis, Esq.

If to RTD:

Southern California Rapid Transit District
425 South Main Street
Los Angeles, California 90013-1393
Attn: Mr. John Bollinger
Jeffrey Lyon, Esq.

With a copy to:

Jones, Day, Reavis & Pogue
555 West Fifth Street, Suite 4600
Los Angeles, California 90013-1025
Attn: Real Estate Notices
[YBB/058995-004-012]

11.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be fully enforced.

11.12 Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the Parties hereto and their permitted successors and assigns, any right, remedy or claim under or in respect to this Agreement or any provision hereof. Each Party, with respect to the portion of the Site owned by it, shall indemnify, hold harmless and

defend the non-owning Party from and against any third party claim made with respect to the owned parcel or to events occurring on such parcel in which the non-owning Party is named by reason of its interest in income or equity participation rights pursuant to this Agreement unless such claim arises out of the gross negligence or willful act of the non-owning Party.

11.13 Interpretation. This Agreement shall be construed in accordance with its fair meaning, and not strictly for or against either Party hereto. All references in this Agreement to Exhibits or Development Documents shall be construed as though the words "hereby made a part hereof and incorporated herein by this reference" were, in each case, appended thereto and the word "including" shall be construed as though the words "but not limited to" were, in each case, appended thereto. In the event of a conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall govern.

11.14 Time of Essence. Time is strictly of the essence with respect to this Agreement and to every term and provision hereof.

11.15 Brokers. Each Party hereto, for itself, represents and warrants to the other that no broker or finder has to date been engaged by it in connection with any of the transactions contemplated by this Agreement (other than future leasing of the Phase I Improvements or the Phase II Improvements for which the Parties may engage brokers) or to its knowledge is in any way connected with any of such transactions. In the event of a claim for a broker's or finder's fee or commission in connection herewith, then each Party shall indemnify, defend and hold the other Party hereto harmless if such claim shall be based upon any statement or agreement alleged to have been made by such first Party.

11.16 Survival; Further Instruments. All warranties, representations, covenants, obligations and agreements contained in this Agreement shall survive Closing and each transfer and conveyance hereunder and any and all performances hereunder. All warranties and representations shall be effective regardless of any investigation made or which could have been made, by the party receiving the warranty or representation. Each Party will, whenever and as often as it shall be requested so to do by any other, cause to be executed, acknowledged or delivered any and all further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting Party, in order to carry out the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the Parties acting through their duly authorized representatives, have executed this Agreement as of the date first above written.

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: Elizabeth Haggan
Name: Elizabeth Haggan
Title: Vice President, Development

THE SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT, a public corporation

By: Alan F. Fegg
Name: Alan F. Fegg
Title: General Manager

APPROVED AS TO FORM BY
THE SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT:

By: J. Lyon
General Counsel

058995-004-012
10/30/91
12.071/4244w/1511M

-94-

RTD/CATELLUS DEV. CORP.
Development Agreement

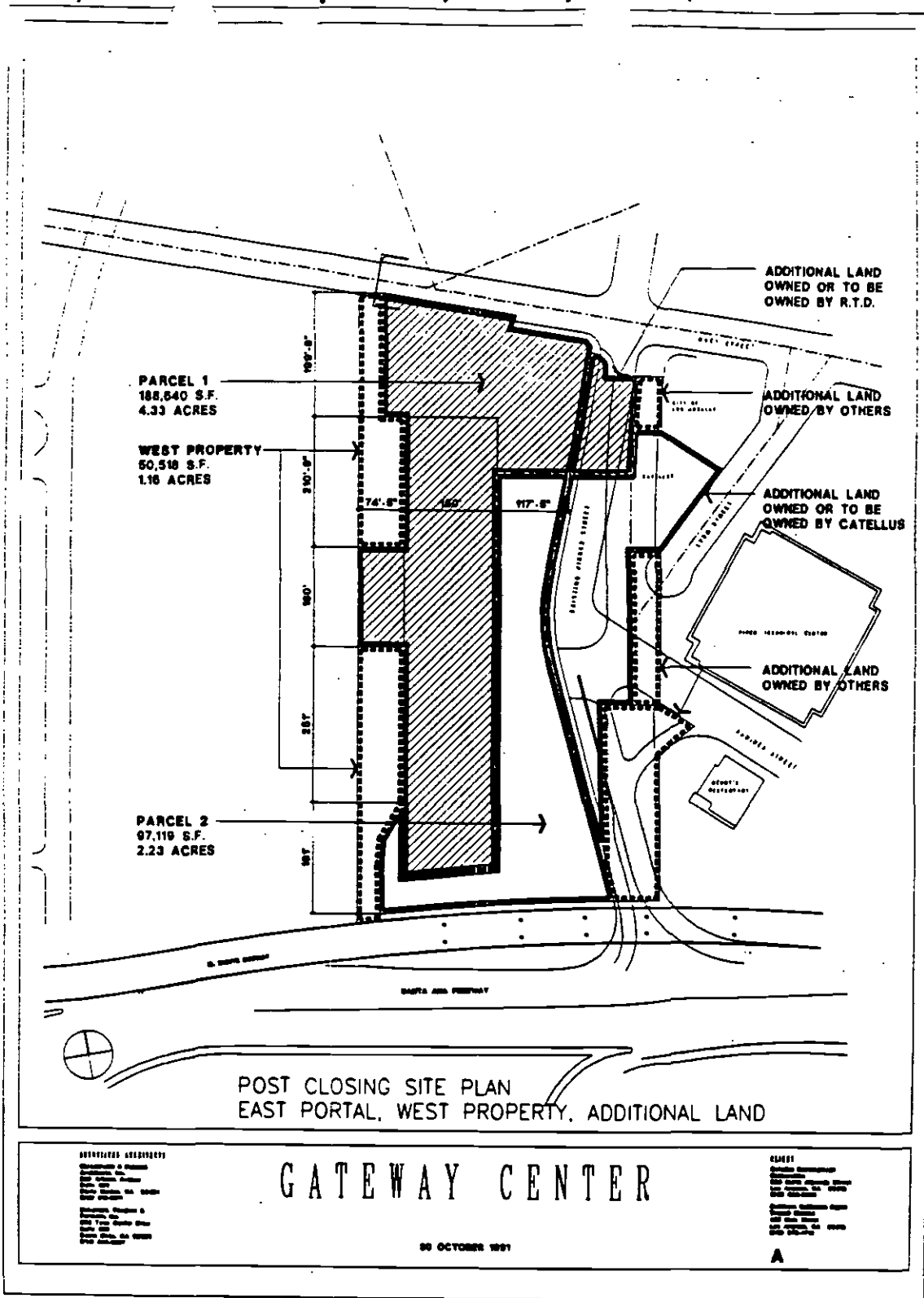
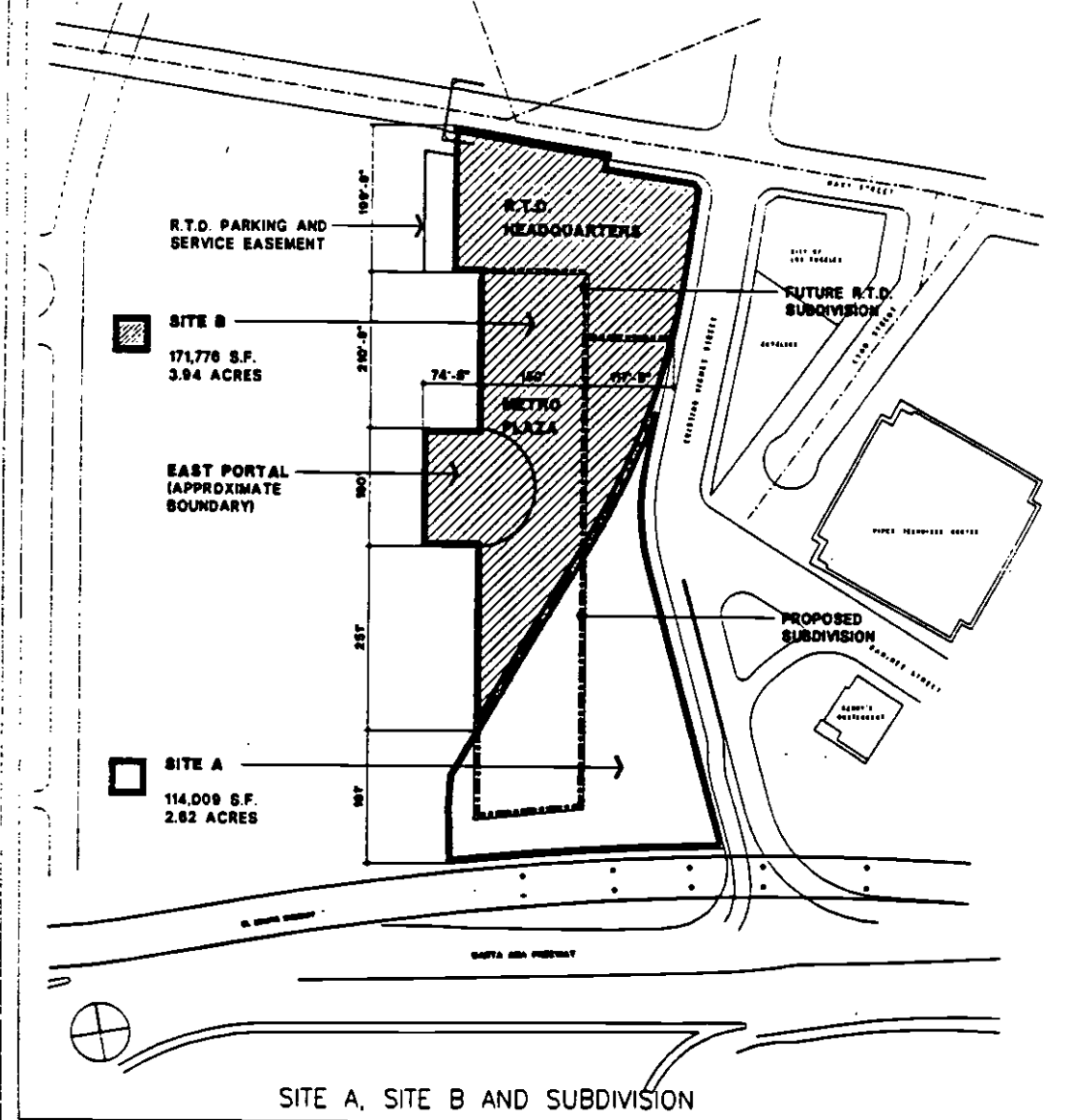


EXHIBIT A

R.T.D. AREAS AFTER FUTURE R.T.D. SUBDIVISION

R.T.D. HEADQUARTERS FEE AREA	66,532 S.F./ 1.53 ACRES
EASEMENT AREA	6,352 S.F./ 0.15 ACRES
METRO PLAZA/ EAST PORTAL FEE AREA	122,108 S.F./ 2.80 ACRES



SITE A, SITE B AND SUBDIVISION

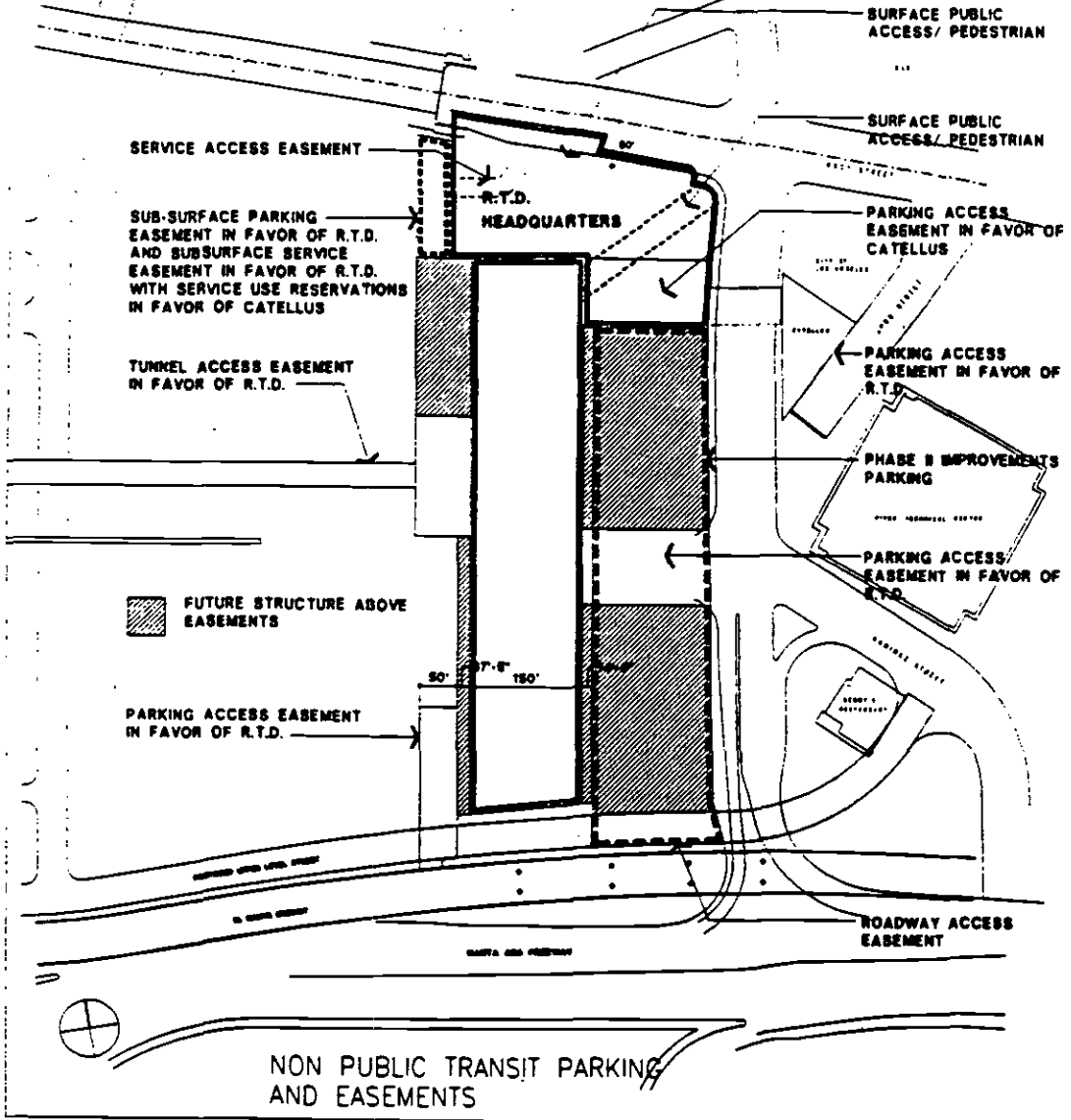
ASSOCIATED ADDRESS
 1000 GATEWAY CENTER
 SUITE 1000
 GAITHERSBURG, MD 20878
 TEL: (301) 281-1000
 FAX: (301) 281-1001

GATEWAY CENTER

CLIENT
 METRO
 1000 GATEWAY CENTER
 SUITE 1000
 GAITHERSBURG, MD 20878
 TEL: (301) 281-1000
 FAX: (301) 281-1001

20 OCTOBER 1991

A-1



<p>ADDITIONAL DESCRIPTIONS</p> <p>1. ...</p> <p>2. ...</p> <p>3. ...</p> <p>4. ...</p> <p>5. ...</p> <p>6. ...</p> <p>7. ...</p> <p>8. ...</p> <p>9. ...</p> <p>10. ...</p>	<h1 style="margin: 0;">GATEWAY CENTER</h1> <p style="margin: 0;">30 OCTOBER 1991</p>	<p>CLASS</p> <p>1. ...</p> <p>2. ...</p> <p>3. ...</p> <p>4. ...</p> <p>5. ...</p> <p>6. ...</p> <p>7. ...</p> <p>8. ...</p> <p>9. ...</p> <p>10. ...</p> <p style="text-align: right;">A-2</p>
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EXHIBIT A-2

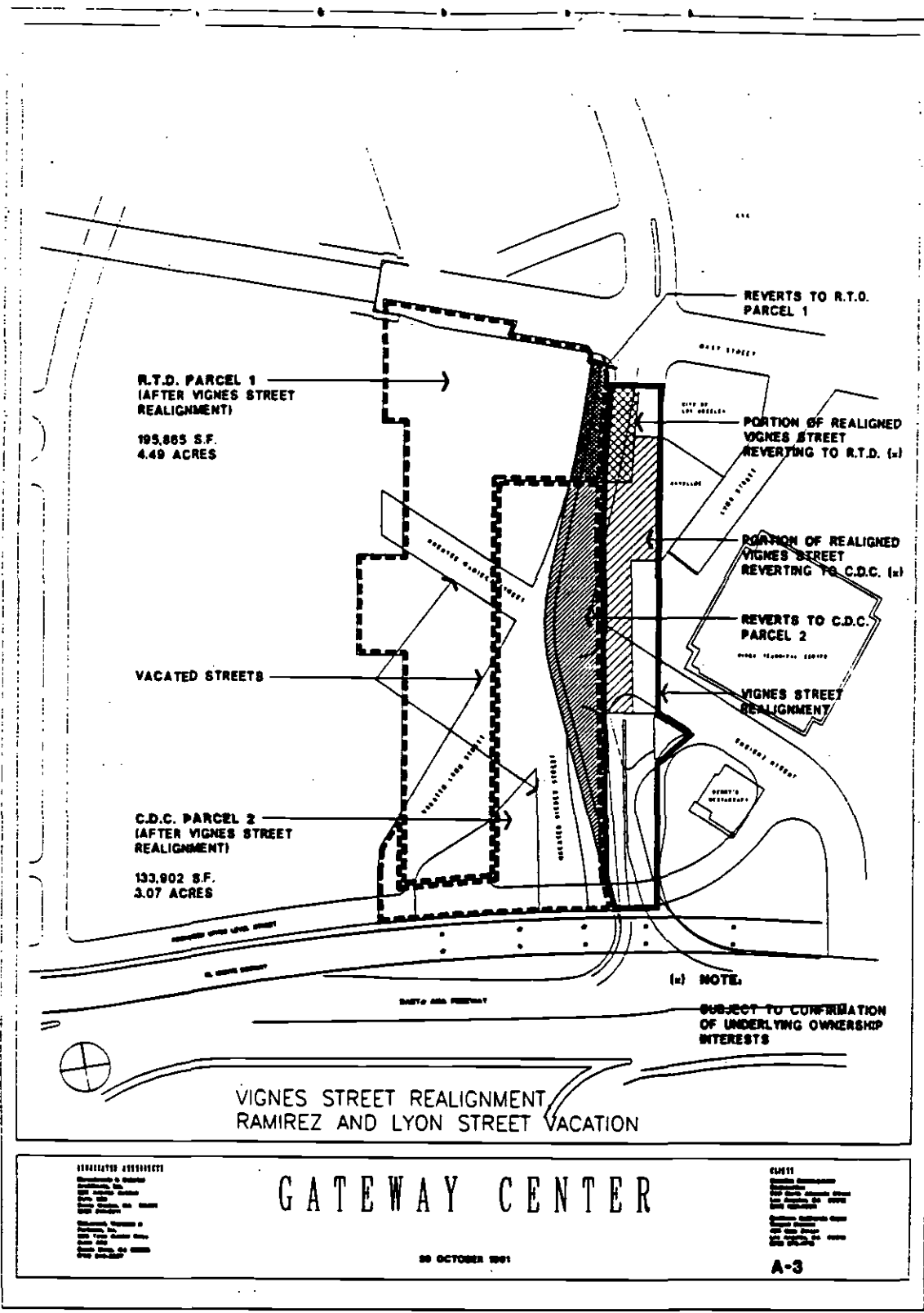
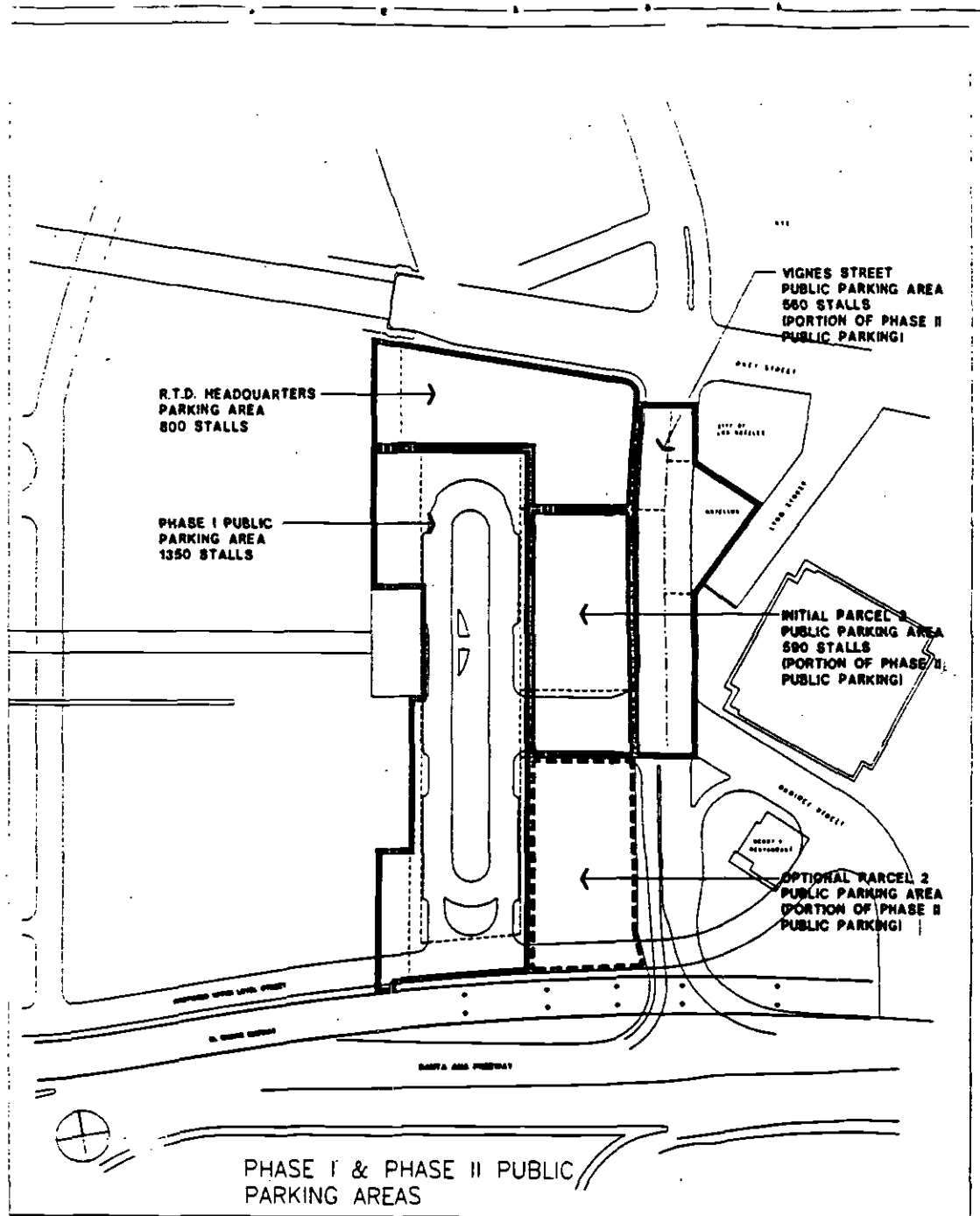


EXHIBIT A-3



R.T.D. HEADQUARTERS
PARKING AREA
800 STALLS

PHASE I PUBLIC
PARKING AREA
1350 STALLS

VIGNES STREET
PUBLIC PARKING AREA
500 STALLS
(PORTION OF PHASE II
PUBLIC PARKING)

INITIAL PARCEL 2
PUBLIC PARKING AREA
500 STALLS
(PORTION OF PHASE II
PUBLIC PARKING)

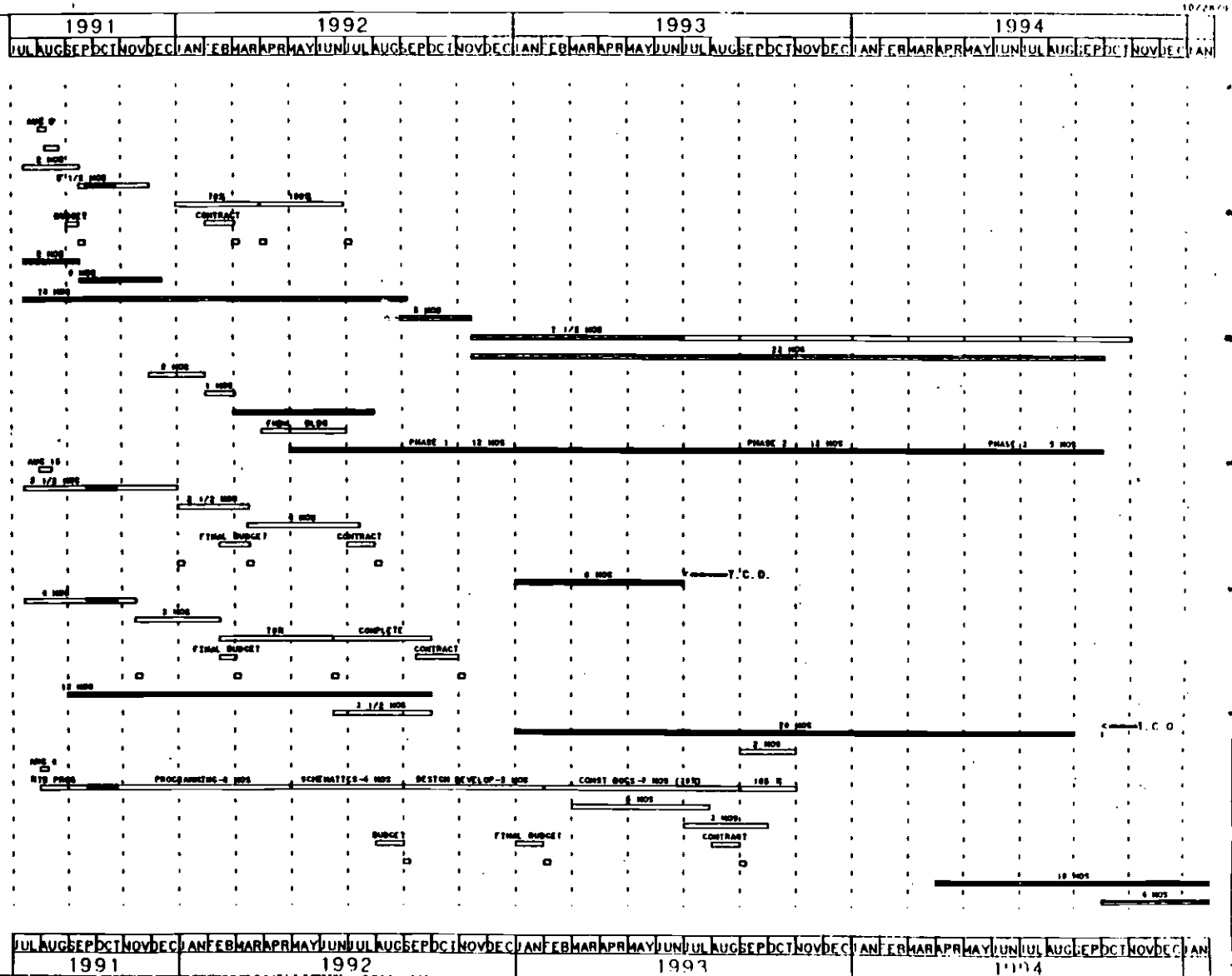
OPTIONAL PARCEL 2
PUBLIC PARKING AREA
(PORTION OF PHASE II
PUBLIC PARKING)

PHASE I & PHASE II PUBLIC
PARKING AREAS

<p>ASSOCIATED SHEETS</p> <ul style="list-style-type: none"> 1. SITE PLAN 2. GENERAL NOTES 3. SPECIFICATIONS 4. CONTRACT ADMINISTRATION 5. UTILITIES 6. TRAFFIC 7. LANDSCAPE ARCHITECTURE 8. SIGNAGE 9. LIGHTING 10. SECURITY 11. FURNITURE 12. INTERIORS 13. EXTERIORS 14. MECHANICAL 15. ELECTRICAL 16. PLUMBING 17. STRUCTURAL 18. FOUNDATION 19. GEOTECHNICAL 20. ENVIRONMENTAL 21. HISTORIC PRESERVATION 22. ARCHITECTURAL RECORD 23. AS-BUILT 	<h1 style="margin: 0;">GATEWAY CENTER</h1> <p style="margin: 0;">30 OCTOBER 1991</p>	<p>CLIENT</p> <ul style="list-style-type: none"> 1. PROJECT MANAGER 2. ARCHITECT 3. ENGINEER 4. LANDSCAPE ARCHITECT 5. SIGNAGE 6. LIGHTING 7. SECURITY 8. FURNITURE 9. INTERIORS 10. EXTERIORS 11. MECHANICAL 12. ELECTRICAL 13. PLUMBING 14. STRUCTURAL 15. FOUNDATION 16. GEOTECHNICAL 17. ENVIRONMENTAL 18. HISTORIC PRESERVATION 19. ARCHITECTURAL RECORD 20. AS-BUILT <p style="text-align: right; margin-top: 0;">A-4</p>
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EXHIBIT B

Exhibit B Preliminary Project Schedule A	
1.	RTD PARKING PROGRAM
2.	RTD APPRVL OF PRELIM BUDGETS
3.	TRANSIT & RTD PARKING SCHEM
4.	TRANSIT & RTD PARKING D/D
5.	TRANSIT & RTD PARKING CD'S
6.	TRANSIT & RTD PARKING PRICING
7.	RTD APPRVL OF TRANSIT & RTD PRKG
8.	DDT TRAFFIC STUDY
9.	DDT REVIEW
10.	CALTRANS GEOMETRY APPRVL
11.	CALTRANS PROPERTY ACQUISITION
12.	CALTRANS ACCESS DESIGN & CONST
13.	VICHES ST. REALIGNMENT
14.	SHORING DESIGN
15.	SHORING PERMIT
16.	EXCAV & SHORE
17.	TRANSIT & RTD PARKING PERMITS
18.	TRANSIT & RTD PARKING CONST
19.	BUS PLAZA & E. PORTAL PROG
20.	BUS PLAZA & E. PORTAL SCHEM
21.	BUS PLAZA & E. PORTAL D/D
22.	PLAZA & E. PORTAL C.D.'S
23.	BUS PLAZA & E. PORTAL PRICING
24.	RTD PLAZA & E. PORTAL APPRVL
25.	BUS PLAZA & E. PORTAL CONST
26.	RTD OFFICE SCHEM
27.	RTD OFFICE D/D
28.	RTD OFFICE C.D.'S
29.	RTD OFFICE PRICING
30.	RTD OFFICE APPRVL
31.	RTD OFFICE EIR
32.	RTD OFFICE PERMITS
33.	RTD OFFICE BLDG SHELL
34.	T. I. PERMIT
35.	RTD OFFICE SURVEY
36.	RTD OFFICE T.I. DESIGN
37.	FFE DESIGN
38.	FFE PURCHASE
39.	TI PRICING
40.	RTD TI APPROVAL
41.	RTD OFFICE BLDG T. I.
42.	RTD OFFICE PHASED MOVE-IN
A "TRANSIT & RTD PARKING" INCLUDES SOUTH ROADWAY AND RAMIREZ STREET OVERPASS	



RTD GATEWAY CENTER AT UNION STATION
DRAFT PRE-DEVELOPMENT BUDGET
EXHIBIT C-1

		(000)
A.	LAND/ACQUISITION (CDC)	\$11,300
	1. CLOSING COSTS	500
	2. APPRAISAL	150
	3. GEOTECH	100
	4. SUBDIVISION/ENTITLEMENTS	500
	5. EIR	250
	6. PR/MARKETING	200
	7. LEGAL/CONSULTANTS	1,000
B.	DESIGN	11,828
C.	PERMITS/FEEES	4,945
D.	CATELLUS FEE/REIMBURSEMENT (PRE-DEVELOPMENT PHASE)	2,000
E.	RTD (PRE-DEVELOPMENT COSTS)	2,833
F.	LAND ACQUISITION (NON-CDC)	5,200
TOTAL		<u>\$40,806</u>

EXHIBIT C-1

RTD GATEWAY CENTER AT UNION STATION
 PRELIMINARY BUDGET PHASE I
 EXHIBIT C-2
 (AMOUNTS STATED IN 000'S)

	HEADQUARTERS	595,000 SF/ 800 CARS	METRO/BUS PLAZA, 2500 CARS, EAST PORTAL
I. HARD COST			
A. CONSTRUCTION	CORE/SHELL @ \$100	\$59,500	BUS PLAZA/FORECOURT BUSWAY CONNECTION (130,000 SF) EAST PORTAL
	T1'S @ \$35	19,075	2500 STALLS (\$16,014/STALL)
B. PARKING	800 STALLS (\$14,775/STALL)	11,818	
	RTD SPECIAL USES IN GARAGE	1,648	
C. ON-SITES		5,127	
D. OFF-SITES		2,153	
	SUBTOTAL	<u>99,321</u>	<u>84,689</u>
E. FIXTURES AND EQUIPMENT	SECURITY	2,000	
	COMMUNICATIONS	4,000	
	COMPUTERS	6,000	
	TELEPHONE	2,000	
		993	
	SUBTOTAL	<u>6,220</u>	<u>3,216</u>
F. ART @ 1% OF HARD COSTS			847
G. CONTINGENCY			3,216
	SUBTOTAL HARD COSTS	<u>120,534</u>	<u>88,752</u>
II. SOFT COSTS			
A. FURNITURE PROCUREMENT & INSTALLATION		9,000	
B. ARCHITECT/ENG/CONSULT/LEGAL		8,411	@ 6.5%
C. PERMITS/FEES @ 2%		1,986	@ 2%
D. MITIGATION FEES @ \$7 /SF		4,165	@ \$6/SF
E. INSURANCE/BONDS @ 2%		1,986	@ 2%
F. CATELLUS CM FEE @ HARD 1,808/SOFT 1,150 (*)		2,354	@ HARD 1,331/SOFT 435 (*)
G. CATELLUS CM REIMB @ HARD 1,808/SOFT 1,533		3,341	@ HARD 1,331/SOFT 580
	SUBTOTAL SOFT COSTS	<u>31,244</u>	<u>12,996</u>
	TOTAL HARD/SOFT COSTS	<u>\$151,778</u>	<u>\$101,747</u>

(*) REFLECTS \$958 REDUCTION IN CATELLUS FEE.

10/30/91

RTD GATEWAY CENTER AT UNION STATION
 PRELIMINARY BUDGET PHASE I
 EXHIBIT C-1 (PAGE 2)

		(000)
III.	RTD ADDITIONAL SOFT COST	
A.	RTD MANAGEMENT REIMBURSEMENT	\$ 3,600
B.	LEGAL/CONSULTANT FEES	1,000
C.	PROJECT REPRESENTATIVE	1,900
D.	LEASING EXPENSES	700
E.	PUBLIC RELATIONS/MARKETING	500
F.	EIR	1,000
G.	SUBDIVISION/ENTITLEMENTS	300
H.	RESERVES, MOVING EXPENSES	14,000
I.	CONTINGENCY (5%)	1,150
J.	FINANCING COSTS/EXPENSES	36,796
	SUBTOTAL	60,946
IV.	LAND ACQUISITION COSTS	
A.	CATELLUS CLOSING	11,300
B.	NON-CATELLUS OWNED PROPERTY	5,000
C.	APPRAISAL	100
D.	GEOTECH/ENVIRONMENTAL	100
	TOTAL	16,500
	HEADQUARTERS HARD/SOFT COSTS	151,778
	METRO PLAZA HARD/SOFT COSTS	101,747
		\$330,971

EXHIBIT "D-1"

TERMS OF PUBLIC TRANSIT USE AGREEMENT

This Exhibit describes certain terms which are to be a part of the Public Transit Use Agreement relating to the creation, location and definition of the Public Transit Use Areas, the Public Transit Improvements, the Public Transit Easements, the "Public Transit Uses" (as hereinafter defined) and the "Transit Provider Uses" (as hereinafter defined), as well as certain related matters as to which Catellus and RTD agree to negotiate in good faith. The terms of this Exhibit "D-1" are subject to change by the mutual agreement of Catellus and RTD.

1. Defined Terms. Any defined term used in this Exhibit "D-1" without an accompanying definition shall have the meaning set forth in the Development Agreement.

2. Public Transit Use Areas. The Public Transit Use Areas will be those portions of the Site, the West Property and the Additional Land designated as the "Public Transit Use Areas" on Exhibit "D-2" attached to the Development Agreement. Attached to the Development Agreement as Exhibit "D-3" is a site plan showing those Public Transit Improvements and their general locations as agreed upon by Catellus and RTD as of the date of the Development Agreement. The Public Transit Improvements contemplated by Catellus and RTD are defined and described in the Development Agreement.

3. Public Transit Easements. Pursuant to the terms of the Public Transit Use Agreement:

(a) Catellus will grant Public Transit Easements to RTD and RTD's successors and assigns for Public Transit Uses and Transit Provider Uses on, over and/or under, as appropriate, those Public Transit Use Areas located on real property which shall be owned by Catellus immediately following Closing, and such Public Transit Easements shall be enforceable equitable servitudes upon such Public Transit Use Areas and shall be binding upon such areas and each person having any right, title or interest in all or a part of such areas and their respective successors and assigns;

(b) Catellus will covenant and agree to grant Public Transit Easements to RTD and RTD's successors and assigns for Public Transit Uses and Transit Provider Uses on, over and/or under, as appropriate, those Public Transit Use Areas located on those portions of the Additional Land which

shall come to be owned by Catellus following Closing, and such Public Transit Easements shall be enforceable equitable servitudes upon such Public Transit Use Areas and shall be binding upon such areas and each person having any right, title or interest in all or a part of such areas and their respective successors and assigns; and

(c) RTD will have the right, subject to Catellus' Right of First Refusal set forth in the Development Agreement, to transfer to private users all or a portion of its rights in the Public Transit Easements described in this Section 3, and Catellus and RTD will negotiate terms by which rights and uses permitted by such transferred easements may be changed from Public Transit Uses and Transit Provider Uses to private uses in the event of such a transfer.

4. Public Transit Uses. For purposes of this Exhibit "D-1", the term "Public Transit Uses" shall mean the following uses:

(a) Vehicular ingress, egress and passage over the Metro Plaza, the South Roadway and the roadways, driveways, entrances, exits, ramps, and such other facilities contained in the Public Transit Improvements and Public Transit Use Areas as are designed for such use, subject to such limitations as shall be agreed upon by Catellus and RTD;

(b) pedestrian ingress, egress, passage and accommodation over the sidewalks, plaza areas, malls, bridges, walkways, stairways, elevators, escalators and such other facilities in the Public Transit Improvements and Public Transit Use Areas as are designed for such use, subject to such limitations as shall be agreed upon by Catellus and RTD;

(c) vehicular parking in the portions of the Public Transit Improvements designated for public vehicular parking on Exhibit "A-4" attached to the Development Agreement; and

(d) uses incidental or ancillary to vehicular and pedestrian ingress and egress and parking in the aforesaid portions of the Public Transit Improvements and Public Transit Use Areas.

5. Transit Provider Uses. For purposes of this Exhibit "D-1", the term "Transit Provider Uses" shall mean the following uses:

(a) using, installing, constructing, reconstructing, maintaining, leasing, operating, repairing, replacing and removing any or all of the Public Transit Improvements;

(b) installing and maintaining vertical and horizontal support to all structural members, bearing walls, footings, foundations, columns and beams which are a part of the Public Transit Improvements;

(c) landscaping, hardscaping and artistic treatments of the Public Transit Use Areas;

(d) installing and maintaining utility lines, meters, electrical wiring and cables, communication systems, television and radio cables, air conditioning and heating ducts and equipment, plumbing, pipes, exhaust ducts and other building systems, to the extent required to serve, protect and maintain the Public Transit Improvements; and

(e) such service retail businesses as Catellus and RTC shall agree to permit.

6. Limitations on Uses. Notwithstanding anything to the contrary contained in this Exhibit "D-1", exercise of the Public Transit Uses and the Transit Provider Uses in any of the Public Transit Use Areas shall be subject to the following limitations:

(a) Such operating restrictions and guidelines as Catellus and RTD shall agree upon in order to ensure that Public Transit Uses and Transit Provider Uses do not unreasonably interfere with the use or enjoyment of the Site or Union Station by the owners or occupants thereof or their permittees, provided that Catellus and RTD understand and acknowledge that (i) the Project includes public transit and related facilities (including bus and train terminals), and (ii) there will be extensive use of such facilities by commuters and other pedestrians and trains, buses, automobiles and other vehicles;

(b) Applicable law and Governmental Authorities;
and

(c) Such construction and performance of work standards and procedures as shall be agreed upon by Catellus and RTD.

In addition, to the extent not provided in the Development Agreement, Catellus and RTD will negotiate and agree upon (i) the rights of RTD to design, construct, reconstruct, remove and replace those Public Transit Improvements located or to be located on Parcel 2, the West Property or those portions of the Additional Land owned by Catellus, and (ii) the rights of Catellus to review and approve such design, construction, reconstruction, removal and replacement.

7. Permitted Use Areas.

(a) RTD will permit Public Transit Uses on those Public Transit Use Areas located on real property which shall be owned by RTD immediately following Closing; and

(b) RTD will covenant and agree to permit Public Transit Uses on those Public Transit Use Areas located on those portions of the Additional Land which shall come to be owned by RTD following Closing; and

(c) Catellus and RTD will agree upon procedures and conditions pursuant to which RTD may limit, change or remove Public Transit Uses on those Public Transit Use Areas located on property owned by RTD.

8. Excavation and Utility Easements.

With respect to (a) those Public Transit Use Areas located on real property which will be owned by RTD immediately following Closing, RTD will grant and (b) those Public Transit Use Areas located on those portions of the Additional Land which shall come to be owned by RTD following Closing, RTD will covenant and agree to grant, to Catellus and Catellus's successors and assigns, easements (subject to such limitations as shall be agreed upon by Catellus and RTD) for (i) installing and maintaining vertical and horizontal support to all structural members, bearing walls, footings, foundations, columns and beams which are a part of the improvements constructed or to be constructed on Parcel 2, the West Property or those portions of the Additional Land owned by Catellus, and (ii) installing and maintaining utility lines, meters, electrical wiring and cables, communication systems, television and radio cables, air conditioning and heating ducts and equipment, plumbing, pipes, exhaust ducts and other building systems, to the extent required to serve, protect and maintain the surface and subsurface improvements constructed or to be constructed on Parcel 2, the West Property or those portions of the Additional Land owned by Catellus.

9. Costs. Except as otherwise set forth in the Cost Allocations, the REOA, the PMA or in Sections 4.2.2 or 5.4 of the Development Agreement or imposed by uniform non-discriminatory (i.e., not Project Area specific) tax or assessment, construction, operation, maintenance and repair of the Public Transit Improvements and the Public Transit Use Areas shall be at the sole cost and expense of RTD.






10. Revenues. Except as shall be mutually agreed upon by Catellus and RTD as to service retail businesses, any and all revenue generated from the use of the Public Transit Use

Areas and Public Transit Improvements shall inure to the sole benefit of RTD, and RTD shall bear sole responsibility for collecting or causing the collection of any such revenue.

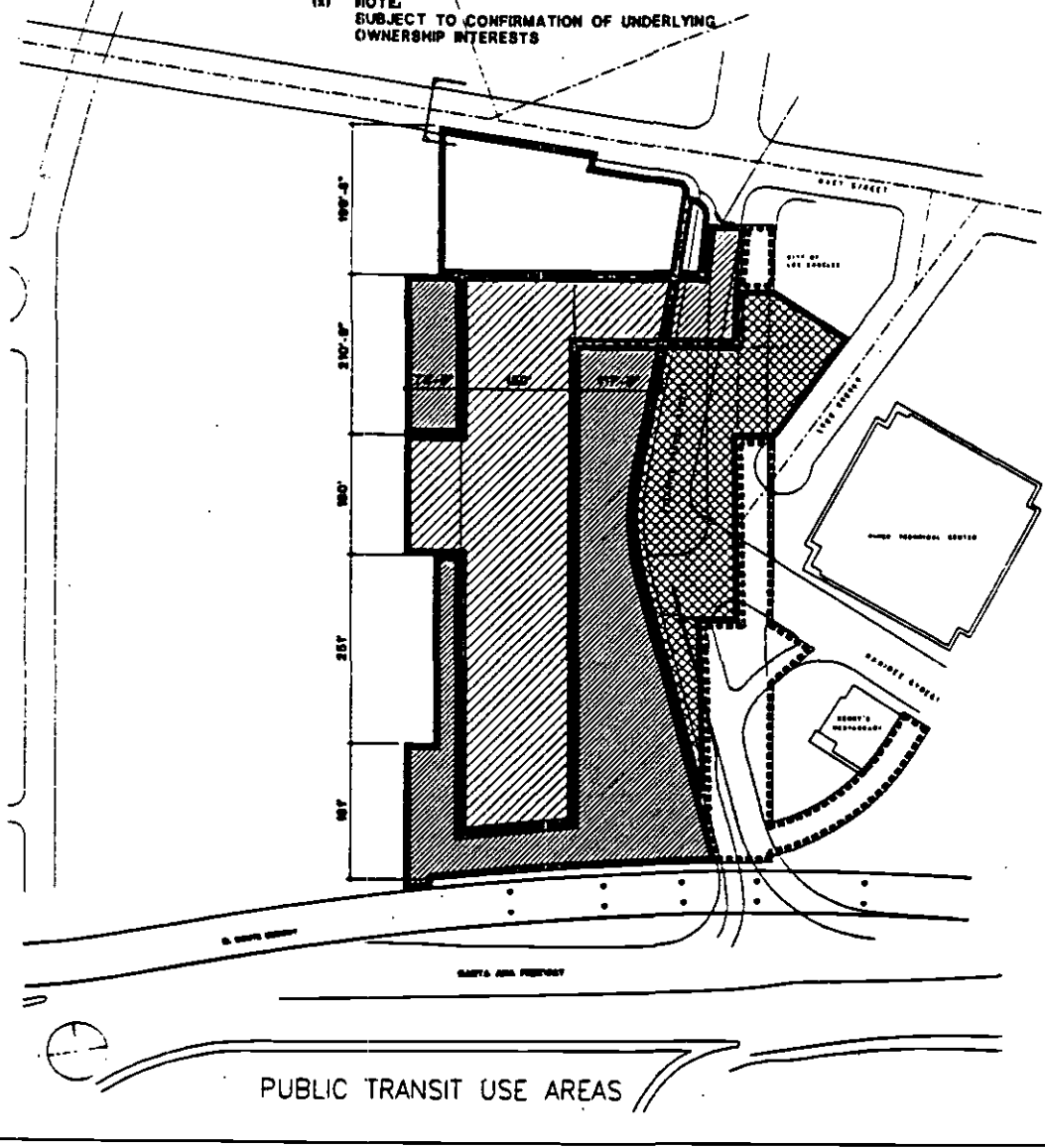
11. Operation and Maintenance. The Public Transit Improvements and the Public Transit Use Areas shall be managed and operated by the Operator under the authority of the JMC pursuant to the Management Standards.

12. Additional Provisions of Development Agreement. Provisions substantively equivalent to Sections 1.2.3, 1.2.4.3, 1.2.4.4, 4.2.2 and 4.6 of the Development Agreement shall be included in the Public Transit Use Agreement.

13. Survival of Development Agreement References. The references to and incorporation of certain terms and provisions of the Development Agreement in the Public Transit Use Agreement shall be given full force and effect, as the context may require, notwithstanding the termination of the Development Agreement, and the Public Transit Use Agreement, once executed and recorded, shall survive termination of the Development Agreement.

-  R.T.D. RESTRICTED USE AREA
-  FUTURE R.T.D. RESTRICTED USE AREA
-  CATELLUS PUBLIC TRANSIT USE EASEMENT
-  FUTURE CATELLUS PUBLIC TRANSIT USE EASEMENT (a)
-  ADDITIONAL PROPERTY FOR PUBLIC TRANSIT USE (a)

(a) NOTE:
SUBJECT TO CONFIRMATION OF UNDERLYING
OWNERSHIP INTERESTS



PUBLIC TRANSIT USE AREAS

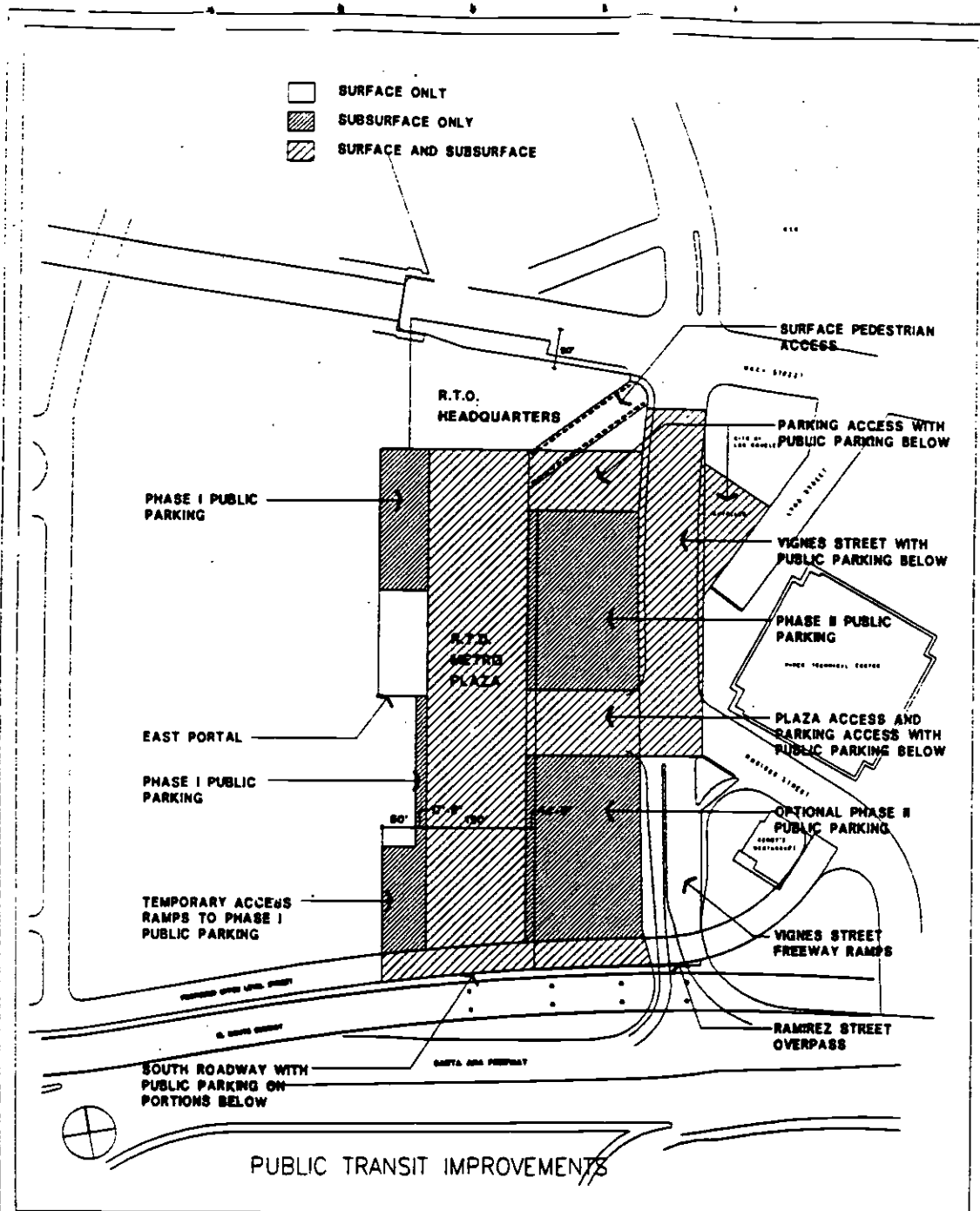
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30 OCTOBER 1991

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D-2



<p>APPROVED SUBMITTALS</p> <ul style="list-style-type: none"> 1. SITE PLAN 2. ... 3. ... 4. ... 5. ... 6. ... 7. ... 8. ... 9. ... 10. ... 11. ... 12. ... 13. ... 14. ... 15. ... 16. ... 17. ... 18. ... 19. ... 20. ... 21. ... 22. ... 23. ... 24. ... 25. ... 26. ... 27. ... 28. ... 29. ... 30. ... 31. ... 32. ... 33. ... 34. ... 35. ... 36. ... 37. ... 38. ... 39. ... 40. ... 41. ... 42. ... 43. ... 44. ... 45. ... 46. ... 47. ... 48. ... 49. ... 50. ... 51. ... 52. ... 53. ... 54. ... 55. ... 56. ... 57. ... 58. ... 59. ... 60. ... 61. ... 62. ... 63. ... 64. ... 65. ... 66. ... 67. ... 68. ... 69. ... 70. ... 71. ... 72. ... 73. ... 74. ... 75. ... 76. ... 77. ... 78. ... 79. ... 80. ... 81. ... 82. ... 83. ... 84. ... 85. ... 86. ... 87. ... 88. ... 89. ... 90. ... 91. ... 92. ... 93. ... 94. ... 95. ... 96. ... 97. ... 98. ... 99. ... 100. ... 	<h1 style="margin: 0;">GATEWAY CENTER</h1> <p style="margin: 0;">00 OCTOBER 1991</p>	<p>10/1/91</p> <ul style="list-style-type: none"> 1. ... 2. ... 3. ... 4. ... 5. ... 6. ... 7. ... 8. ... 9. ... 10. ... 11. ... 12. ... 13. ... 14. ... 15. ... 16. ... 17. ... 18. ... 19. ... 20. ... 21. ... 22. ... 23. ... 24. ... 25. ... 26. ... 27. ... 28. ... 29. ... 30. ... 31. ... 32. ... 33. ... 34. ... 35. ... 36. ... 37. ... 38. ... 39. ... 40. ... 41. ... 42. ... 43. ... 44. ... 45. ... 46. ... 47. ... 48. ... 49. ... 50. ... 51. ... 52. ... 53. ... 54. ... 55. ... 56. ... 57. ... 58. ... 59. ... 60. ... 61. ... 62. ... 63. ... 64. ... 65. ... 66. ... 67. ... 68. ... 69. ... 70. ... 71. ... 72. ... 73. ... 74. ... 75. ... 76. ... 77. ... 78. ... 79. ... 80. ... 81. ... 82. ... 83. ... 84. ... 85. ... 86. ... 87. ... 88. ... 89. ... 90. ... 91. ... 92. ... 93. ... 94. ... 95. ... 96. ... 97. ... 98. ... 99. ... 100. ... <p style="text-align: center;">D-3</p>
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EXHIBIT "E"

WORK PLANS

1. 50% Schematic Design Package dated September 4, 1991, by McLarand, Vasquez & Partners, Inc. for RTD Headquarters and Gateway Center at Union Station, Job No. 91-400, containing analyses, functional requirements, site information, and schematic drawings.
 - A. Site Plan
 1. Alternate Site Plan A
 2. Alternate Site Plan B
 - B. Floor Plans
 1. Level P4 - Parking Level
 2. Level P3 - Parking Level
 3. Level P2 - Loading Dock, Storage & Parking
 4. Level P1 - Transit Police, Print Shop & Parking
 5. Level 1 - Plaza Level
 6. Level 2 - Secured Level
 7. Level 3 - Podium Level
 8. Level 4 - Child Care Level
 9. Typical Mid-Rise & High-Rise Levels
 - C. Building Sections
 1. 25-Story Scheme, East/West
 2. 25-Story Scheme, North/South
 3. 21-Story Scheme, East/West
 4. 21-Story Scheme, North/South
 5. Loading Dock & Garage Ramp
 - D. Alternate Parking Levels with Existing Vignes Street
2. Drawings and Plans submitted by Ehrenkrantz & Eckstut Architects, Inc. and McLarand, Vasquez & Partners, Inc., for Gateway Center Transit Parking Garage:

<u>Sheet Title</u>	<u>Date</u>	<u>Drawing No.</u>
Preliminary Survey-Vignes Street Realignment	9/18/91	Survey No. 15365
Metro Plaza Plan	9/20/91	A-1
Parking Plan Level P1	9/20/91	A-2
Parking Plan Level P2	9/20/91	A-3
Parking Plan Level P3	9/20/91	A-4
Parking Plan Level P4	9/20/91	A-5
Partial Parking Plan Level P3	9/20/91	A-6
Partial Reflected Ceiling Plan Level P3	9/20/91	A-7
Building Sections	9/20/91	A-8
Building Sections	9/20/91	A-9
Building Sections	9/20/91	A-10

<u>Sheet Title</u>	<u>Date</u>	<u>Drawing No.</u>
Building Section	9/20/91	A-11
East Elevation	9/20/91	A-12
West and South Elevations	9/20/91	A-13
Typical Bay Parking Plan	9/20/91	A-14
Elevator Lobbies-Stair Section	9/20/91	A-15
General Notes	9/19/91	SD S-1.1
Level P4 Foundation Plan North Portion	9/19/91	SD S-2.1
Level P4 Foundation Plan South Portion	9/19/91	SD S-2.2
Levels P2, P3 Framing Plan North Portion	9/19/91	SD S-2.3
Levels P2, P3 Framing Plan South Portion	9/19/91	SD S-2.4
Level P1 Framing Plan North Portion	9/19/91	SD S-2.5
Level P1 Framing Plan South Portion	9/19/91	SD S-2.6
Plaza Level Framing Plan North Portion	9/19/91	SD S-2.7
Plaza Level Framing Plan South Portion	9/19/91	SD S-2.8
Sections and Details	9/19/91	SDS 3.1
Sections	9/19/91	SDS 3.2
Parking Plan Level P1 HVAC Plan	9/17/91	SM-1.00
Parking Plan Level P2 HVAC Plan	9/20/91	SM-2.00
Parking Plan Level P3 HVAC Plan	9/20/91	SM-3.00
Parking Plan Level P4 HVAC Plan	9/20/91	SM-4.00
Partial Fan Room Plans and Schedule	9/17/91	SM-5.00
Parking Plan Level P1 Plumbing Plan	9/17/91	SP-1
Parking Plan Level P2 Plumbing Plan	9/20/91	SP-2
Parking Plan Level P3 Plumbing Plan	9/20/91	SP-3
Parking Plan Level P4 Plumbing Plan	9/20/91	SP-4

058995-004-012
10/30/91/2133w

Exhibit E
-2-

RTD/CATELLUS DEV. CORP.
Development Agreement

<u>Sheet Title</u>	<u>Date</u>	<u>Drawing No.</u>
Typical Automatic Sprinkler Bay Plumbing Plan	9/20/91	SP-5
Symbol List Lighting Schedule	9/20/91	E-1.0
Parking Plan Level P1 Electrical	9/20/91	E-1.1
Parking Plan Level P2 Electrical	9/20/91	E-1.2
Parking Plan Level P3 Electrical	9/20/91	E-1.3
Parking Plan Level P4 Electrical	9/20/91	E-1.4

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B801

**Standard Form of Agreement Between
Owner and Construction Manager**

1980 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED.*

This document is intended to be used in conjunction with
AIA Documents A101/CM, 1980; B141/CM, 1980; and A201/CM, 1980.

AGREEMENT

made as of the _____ day of _____ in the year of Nineteen
Hundred and _____

BETWEEN the Owner: **UNION STATION GATEWAY INC.,**
a California non-profit corporation

and the Construction Manager: **CATELLUS DEVELOPMENT CORPORATION,**
a Delaware corporation

For the following Project: **Phase I as defined in that certain Development Agreement**
(include detailed description of Project location and scope) (the "Development Agreement") dated October 30, 1991 by and
between The Southern California Rapid Transit District, a California public corporation, and
Catellus Development Corporation, a Delaware corporation

the Architect: **Ehrenkrantz & Eckstut and McLaren Vasquez Partners**

The Owner and the Construction Manager agree as set forth below.

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B801 — 1980 1

EXHIBIT "F"

TERMS AND CONDITIONS OF AGREEMENT BETWEEN
OWNER AND CONSTRUCTION MANAGER

**ARTICLE 1
CONSTRUCTION MANAGER'S SERVICES AND
RESPONSIBILITIES**

The Construction Manager covenants with the Owner to further the interests of the Owner by furnishing the Construction Manager's skill and judgment in cooperation with, and in reliance upon, the services of an architect. The Construction Manager agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the Owner.

BASIC SERVICES

The Construction Manager's Basic Services consist of the two Phases described below ~~and any other services included in Article 16 as Basic Services.~~

1.1 PRECONSTRUCTION PHASE

1.1.1 Provide preliminary evaluation of the program and Project budget requirements, each in terms of the other. With the Architect's assistance, prepare preliminary estimates of Construction Cost for early schematic designs based on area, volume or other standards. Assist the Owner and the Architect in achieving mutually agreed upon program and Project budget requirements and other design parameters. Provide cost evaluations of alternative materials and systems. 2

1.1.2 Review designs during their development. Advise on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies.

1.1.3 Provide for the Architect's and the Owner's review and acceptance, and periodically update, a Project Schedule that coordinates and integrates the Construction Manager's services, the Architect's services and the Owner's responsibilities with anticipated construction schedules.

1.1.4 Prepare for the Owner's approval a more detailed estimate of Construction Cost, as defined in Article 35 developed by using estimating techniques which anticipate the various elements of the Project, and based on Schematic Design Documents prepared by the Architect. Update and refine this estimate periodically as the Architect prepares Design Development and Construction Documents. Advise the Owner and the Architect if it appears that the Construction Cost may exceed the Project budget. Make recommendations for corrective action.

1.1.5 Coordinate Contract Documents by consulting with the Owner and the Architect regarding Drawings and Specifications as they are being prepared, and recommending alternative solutions whenever design details affect construction feasibility, cost or schedules.

1.1.5.1 ~~Provide recommendations and information to the Owner and the Architect regarding the assignment of re-~~

sponsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of Contractors. Verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

1.1.5.2 Advise on the separation of the Project into Contracts for various categories of Work. Advise on the method to be used for selecting Contractors and awarding Contracts. If separate Contracts are to be awarded, review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the separate Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.5.3 Develop a Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each separate Contractor. Provide the Project Construction Schedule for each set of Bidding Documents. 11 12

1.1.5.4 Investigate and recommend a schedule for the Owner's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect. Expedite and coordinate delivery of these purchases.

1.1.6 Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical Phases. Make recommendations for actions designed to minimize adverse effects of labor shortages.

1.1.6.1 Identify or verify applicable requirements for equal employment opportunity programs for inclusion in the proposed Contract Documents.

1.1.7 Make recommendations for pre-qualification criteria for Bidders and develop Bidders' interest in the Project. Establish bidding schedules. Assist the Architect in issuing Bidding Documents to Bidders. Conduct pre-bid conferences to familiarize Bidders with the Bidding Documents and management techniques and with any special systems, materials or methods. Assist the Architect with the receipt of questions from Bidders, and with the issuance of Addenda.

1.1.7.1 With the Architect's assistance, receive Bids, prepare bid analyses and make recommendations to the Owner for award of Contracts or rejection of Bids.

1.1.8 With the Architect's assistance, conduct pre-award conferences with successful Bidders. Assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

1.2 CONSTRUCTION PHASE

The Construction Phase will commence with the award of the initial Construction Contract or purchase order and, together with the Construction Manager's obligation to provide Basic Services un-

- | | | | |
|---|---|----|---|
| 1 | , GC's and the Cost Estimator's | 10 | In consultation with the Architect and the Scheduling Consultant, |
| 2 | in conjunction with GC, Architect and the Quality Consultant if any | 11 | , move-in |
| 3 | After consultation with GC and the Quality Consultant if any | 12 | the GC and |
| 4 | , DBE Contractor's Services | 13 | In consultation with the Architect and the Scheduling Consultant, |
| 5 | Endeavor to cause the Cost Estimator to | 14 | Endeavor to cause the Cost Estimator to |
| 6 | the Addendum | 15 | to |
| 7 | GC | 16 | and to make |
| 8 | after consultation with GC and the Quality Consultant if any | 17 | Cause the DBE Consultant to |
| 9 | Work with the Owner, the Architect and the Safety Consultant, if any, | 18 | With respect to procuring furniture, fixtures and equipment, |

der this Agreement, will end 30 days after final payment to all Contractors is due.

1.2.1 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Construction Manager, in cooperation with the Architect, shall provide administration of the Contracts for Construction as set forth below and in the 1980 Edition of AIA Document A201/CM, General Conditions of the Contract for Construction, Construction Management Edition.

1.2.2 Provide administrative, management and related services as required to coordinate Work of the Contractors with each other and with the activities and responsibilities of the Construction Manager, the Owner and the Architect to complete the Project in accordance with the Owner's objectives for cost, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of this Agreement.

1.2.2.1 Schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Prepare and promptly distribute minutes.

1.2.2.2 Consistent with the Project Construction Schedule issued with the Bidding Documents, and utilizing the Contractors' Construction Schedules provided by the separate Contractors, update the Project Construction Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. Include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Update and reissue the Project Construction Schedule as required to show current conditions and revisions required by actual experience.

1.2.2.3 Endeavor to achieve satisfactory performance from each of the Contractors. Recommend courses of action to the Owner when requirements of a Contract are not being fulfilled, and the nonperforming party will not take satisfactory corrective action.

1.2.3 Revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

1.2.3.1 Provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the Owner and the Architect whenever projected costs exceed budgets or estimates.

1.2.3.2 Maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.

1.2.3.3 Recommend necessary or desirable changes to the Architect and the Owner, review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and the Owner, and if they are accepted, prepare and sign Change Orders for the Architect's signature and the Owner's authorization.

1.2.3.4 Develop and implement procedures for the review and processing of Applications by Contractors for progress and final payments. Make recommendations to the Architect for Certification to the Owner for payment.

1.2.4 ²⁷ Review the safety programs developed by each of the Contractors as required by their Contract Documents and coordinate the safety programs for the Project.

1.2.5 Assist in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors. Verify that the Owner has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project. ²⁸

1.2.6 ²⁹ If required, assist the Owner in selecting and retaining the professional services of surveyors, special consultants and testing laboratories. Coordinate their services.

1.2.7 ³⁰ Determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents. Endeavor to guard the Owner against defects and deficiencies in the Work. As appropriate, require special inspection or testing, or make recommendations to the Architect regarding special inspection or testing, of Work not in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed. Subject to review by the Architect, reject Work which does not conform to the requirements of the Contract Documents. ³⁴

1.2.7.1 The Construction Manager shall not be responsible for construction means, methods, techniques, sequences and procedures employed by Contractors in the performance of their Contracts, and shall not be responsible for the failure of any Contractor to carry out Work in accordance with the Contract Documents.

1.2.8 Consult with the Architect and the Owner if any Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

1.2.9 Receive Certificates of Insurance from the Contractors, and forward them to the Owner with a copy to the Architect.

1.2.10 Receive from the Contractors and review all Shop Drawings, Product Data, Samples and other submittals. Coordinate them with information contained in related documents and transmit to the Architect those recommended for approval. In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.

1.2.11 Record the progress of the Project. Submit written progress reports to the Owner and the Architect including information on each Contractor and each Contractor's Work, as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders. Keep a daily log containing a record of weather, Contractors' Work on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may require. Make the log available to the Owner and the Architect.

1.2.11.1 Maintain at the Project site, on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instruc-

3 8801 — 1980

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- | | | | |
|----|---|----|--|
| 19 | In consultation with the Quality Consultant, | 27 | Endeavor to cause the Safety Consultant to |
| 20 | In consultation with GC and the Cost Estimator, | 28 | and in monitoring compliance with mitigation measures of the Project EIR during construction. |
| 21 | In consultation with the Cost Estimator, | 29 | requested by Owner or by Architect |
| 22 | written | 30 | Co-ordinate with the Quality Consultant to perform the following — to: |
| 23 | endeavor to cause the Architect to | 31 | ; |
| 24 | all consultants and Contractors | 32 | ; |
| 25 | Endeavor to cause | 33 | ; |
| 26 | to make timely recommendations for | 34 | and to investigate and recommend programmatic or other changes in the scope and/or quality of the Project necessary to bring the Construction Cost within approved budget. |

tions; other related documents and revisions which arise out of the Contracts or Work. Maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Make all records available to the Owner and the Architect. At the completion of the Project, deliver all such records to the Architect for the Owner.

1.2.12 Arrange for delivery and storage, protection and security for Owner-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. ³⁵

1.2.13 With the Architect and the Owner's maintenance personnel, observe the Contractors' checkout of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.

1.2.14 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, ~~the Construction Manager shall prepare for the Architect a~~ list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections. After the Architect certifies the Date of Substantial Completion of the Work, the Construction Manager shall coordinate the correction and completion of the Work.

1.2.15 ³⁷ Assist the Architect in determining when the Project or a designated portion thereof is substantially complete. Prepare for the Architect a summary of the status of the Work of each Contractor, listing changes in the previously issued Certificates of Substantial Completion of the Work and recommending the times within which Contractors shall complete uncompleted items on their Certificate of Substantial Completion of the Work.

1.2.16 Following the Architect's issuance of a Certificate of Substantial Completion of the Project or designated portion thereof, evaluate the completion of the Work of the Contractors and make recommendations to the Architect when Work is ready for final inspection. ³⁸ Assist the Architect in conducting final inspections. Secure and transmit to the Owner required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings and maintenance stocks to the Owner.

1.2.17 The extent of the duties, responsibilities and limitations of authority of the Construction Manager as a representative of the Owner during construction shall not be modified or extended without the written consent of the Owner, the Contractors, the Architect and the Construction Manager, which consent shall not be unreasonably withheld.

1.3 ADDITIONAL SERVICES

The following Additional Services shall be performed upon authorization in writing from the Owner and shall be paid for as provided in this Agreement.

~~1.3.1 Services related to investigations, appraisals or evaluations of existing conditions, facilities or equipment, or verification of the accuracy of existing drawings or other information furnished by the Owner.~~

1.3.2 Services related to Owner-furnished furniture, furnishings and equipment which are not a part of the Project.

1.3.3 Services for tenant or rental spaces.

1.3.4 Consultation on replacement of Work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such Work.

1.3.5 Services made necessary by the default of a Contractor.

1.3.6 Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding.

~~1.3.7 Recruiting or training maintenance personnel.~~

1.3.8 Inspections of, and services related to, the Project after the end of the Construction Phase.

1.3.9 Providing any other services not otherwise included in this Agreement.

1.4 TIME

1.4.1 The Construction Manager shall perform Basic and Additional Services as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding the requirements of the Project, including a program, which shall set forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

2.2 The Owner shall ~~provide~~ ⁴¹ budget for the Project, based on consultation with the Construction Manager and the Architect, which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the Owner. The Owner shall, at the request of the Construction Manager, provide a statement of funds available for the Project and their source.

2.3 The Owner shall designate a representative authorized to act in the Owner's behalf with respect to the Project. The Owner, or such authorized representative, shall examine documents submitted by the Construction Manager and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.4 The Owner shall retain an architect whose services, duties and responsibilities are described in the agreement between the Owner and the Architect, AIA Document B141AGM, 1980 Edition. The Terms and Conditions of the Owner-Architect Agreement will be furnished to the Construction Manager, and will not be modified without written consent of the Construction Manager, which consent shall not be unreasonably withheld. Actions taken by the Architect as agent of the Owner shall be the acts of the Owner and the Construction Manager shall not be responsible for them.

2.5 The Owner ⁴³ shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, including such auditing services as the Owner may require to verify the Project Applications for Payment

35 , in consultation with ~~the~~ Contractor.

36 in consultation with Owner, the Quality ~~Contractor,~~ Contractor,
Consultant, if any, and ~~the~~ the Construction
Manager shall co-ordinate a "walk through" of the
Project by said parties and shall prepare for
the Architect their collective

37 In consultation with Owner,

38 In consultation with Owner,

39 Co-ordinate with

40 and Owner

41 review and approve the

42 as modified

43 in conjunction with the Construction
Manager

or to ascertain how or for what purposes the Contractors have used the monies paid by or on behalf of the Owner.

2.7 The Owner shall furnish the Construction Manager a sufficient quantity of construction documents.

2.8 The services, information and reports required by Paragraphs 2.1 through 2.7, inclusive, shall be furnished at the Owner's expense, and the Construction Manager shall be entitled to rely upon their accuracy and completeness.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Construction Manager and the Architect.

2.10 The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.11 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Construction Manager's services and the Work of the Contractors.

ARTICLE 3 CONSTRUCTION COST

3.1 Construction Cost shall be the total of the final Contract Sums of all of the separate Contracts, actual Reimbursable Costs relating to the Construction Phase as defined in ~~Article 6~~ and the Construction Manager's compensation.

~~3.2 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the design, rights-of-way or other costs which are the responsibility of the Owner as provided in Paragraphs 2.5 through 2.7, inclusive.~~

3.3 Evaluations of the Owner's Project budget and cost estimates prepared by the Construction Manager represent the Construction Manager's best judgment as a professional familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining Bid prices or other competitive bidding or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that Bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

~~3.4 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.1 or Paragraph 2.7, or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties to this Agreement. If such a fixed limit has been established, the Construction Manager shall include contingencies for design, bidding and price escalation, and~~

~~shall consult with the Architect to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to suggest reasonable adjustments in the scope of the Project, and to suggest alternate Bids in the Construction Documents to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sums occurring after the execution of the Contracts for Construction.~~

3.4.1 If Bids are not received within the time scheduled at the time the fixed limit of Construction Cost was established, due to causes beyond the Construction Manager's control, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices in the construction industry occurring between the originally scheduled date and the date on which Bids are received.

3.4.2 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.4.1) is exceeded by the sum of the lowest figures from bona fide Bids or negotiated proposals plus the Construction Manager's estimate of other elements of Construction Cost for the Project, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiation of the Project or portions of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the scope and quality of the Work as required to reduce the Construction Cost. In the case of item (4), the Construction Manager, without additional compensation, shall cooperate with the Architect as necessary to bring the Construction Cost within the fixed limit.

ARTICLE 4 CONSTRUCTION SUPPORT ACTIVITIES

4.1 Construction support activities, if provided by the Construction Manager shall be governed by separate contractual arrangements unless otherwise provided in Article 16.

ARTICLE 5 DIRECT PERSONNEL EXPENSE

5.1 Direct Personnel Expense is defined as the direct salaries of all of the Construction Manager's personnel engaged on the Project, excluding those whose compensation is included in the fee, and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

ARTICLE 6 REIMBURSABLE COSTS

6.1 The term Reimbursable Costs shall mean costs necessarily incurred in the proper performance of services and paid by the Construction Manager. Such costs shall be at rates not higher than the standard paid in the locality of the Project, except with prior consent of the Owner. Reimbursable Costs and costs not to be reimbursed shall be listed in Article 16.

~~6.2 Trade discounts, rebates and refunds, and returns from sale of surplus materials and equipment shall accrue to the Owner and the Construction Manager shall make provision to that they can be secured.~~

ARTICLE 7

PAYMENTS TO THE CONSTRUCTION MANAGER

7.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

~~7.1.1 An initial payment set forth in Paragraph 7.1.1 is the minimum payment under this Agreement.~~

7.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of Services, on the basis set forth in Article 45. 45

~~7.1.3 If and to the extent that the time initially established for the Construction Phase of the Project is exceeded or extended through no fault of the Construction Manager, compensation for Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 7.1.3 for Additional Services.~~

7.1.4 When compensation is based on a percentage of the total of the Contract Sums of all the separate Contracts, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 7.1.4, based on (1) the lowest figures from bona fide Bids or negotiated proposals, or (2) if no such Bids or proposals are received, the most recent estimate of the total of the Contract Sums of all the separate Contracts for such portions of the Project.

7.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE COSTS

7.2.1 Payments on account of the Construction Manager's Additional Services, as defined in Paragraph 1.3, and for Reimbursable Costs, as defined in Article 16, shall be made monthly upon presentation of the Construction Manager's statement of services rendered or costs incurred.

7.3 PAYMENTS WITHHELD

7.3.1 No deductions shall be made from the Construction Manager's compensation on account of penalty, liquidated damages or other sums withheld from payments in Contracts, or on account of the cost of changes in Work other than those for which the Construction Manager is held legally liable.

7.4 PROJECT SUSPENSION OR ABANDONMENT

7.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Construction Manager shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Costs then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Construction Manager's compensation shall be equitably adjusted.

7.4.2 If construction of the Project has started and is stopped by reason of circumstances not the fault of the Construction Manager, the Owner shall reimburse the Construction Manager for the costs of the Construction

Manager's Project-site staff as provided for by this Agreement. The Construction Manager shall reduce the size of the Project-site staff after 30 days' delay, or sooner if feasible, for the remainder of the delay period as directed by the Owner and, during that period, the Owner shall reimburse the Construction Manager for the costs of such staff prior to reduction plus any relocation or employment termination costs. Upon the termination of the stoppage, the Construction Manager shall provide the necessary Project-site staff as soon as practicable.

ARTICLE 8

CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

8.1 Records of Reimbursable Costs and costs pertaining to services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 9

ARBITRATION

9.1 All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Construction Manager, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

9.2 Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association, and a copy shall also be filed with the Architect. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

9.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party

45 the Addendum.

46 the Addendum

fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.2 This Agreement may be terminated by the Owner upon at least fourteen days' written notice to the Construction Manager in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for all services performed to the termination date together with Reimbursable Costs then due and all Termination Expenses.

10.4 Termination Expenses are defined as Reimbursable Costs directly attributable to termination for which the Construction Manager is not otherwise compensated.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, this Agreement shall be governed by the law in effect at the location of the Project.

11.2 Terms in this Agreement shall have the same meaning as those in the 1980 Edition of AIA Document A201/CM, General Conditions of the Contract for Construction, Construction Management Edition.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant Date of Substantial Completion of the Project, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion of the Project, not later than the date of issuance of the final Project Certificate for Payment.

11.4 The Owner and the Construction Manager waive all rights against each other, and against the contractors, consultants, agents and employees of the other, for damages covered by any property insurance during construction, as set forth in the 1980 Edition of AIA Document A201/CM, General Conditions of the Contract for Construction, Construction Management Edition. The Owner and the Construction Manager shall each require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12 SUCCESSORS AND ASSIGNS

12.1 The Owner and the Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Construction Manager shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13 EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

13.2 Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager and the Architect or any of the Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the Owner or the Construction Manager which does not otherwise exist without regard to this Agreement.

ARTICLE 14 INSURANCE

14.1⁴⁷ The Construction Manager shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or of any person; from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of this Agreement and caused by negligent acts for which the Construction Manager is legally liable.

ARTICLE 15
BASIS OF COMPENSATION 48

~~The Owner shall compensate the Construction Manager for the Scope of Services provided, in accordance with Article 7. Payments to the Construction Manager, and the other Terms and Conditions of this Agreement, as follows:~~

15.1 AN INITIAL PAYMENT of _____ dollars (\$) shall be made upon execution of this Agreement and credited to the Owner's account as follows:

15.2 BASIC COMPENSATION

15.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 and 1.2, and any other services included in Article 16 as part of Basic Services, Basic Compensation shall be computed as follows:

For Preconstruction Phase Services, compensation shall be:
(Here insert basis of compensation, including fixed amounts, multiples or percentages.)

For Construction Phase Services, compensation shall be:
(Here insert basis of compensation, including fixed amounts, multiples or percentages.)

15.3 COMPENSATION FOR ADDITIONAL SERVICES

15.3.1 FOR ADDITIONAL SERVICES OF THE CONSTRUCTION MANAGER, as described in Paragraph 1.3, and any other services included in Article 16 as Additional Services, compensation shall be computed as follows:
(Here insert basis of compensation, including fixed amounts, multiples or percentages.)

15.4 FOR REIMBURSABLE COSTS, as described in Article 6 and Article 16, the actual costs incurred by the Construction Manager in the interest of the Project.

15.5 Payments due the Construction Manager and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Construction Manager.
(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws, and other regulations at the Owner's and Construction Manager's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification or other requirements such as written disclosures or waivers.)

15.6 The Owner and the Construction Manager agree in accordance with the Terms and Conditions of this Agreement that:

15.6.1 IF THE SCOPE of the Project or the Construction Manager's Services is changed materially, the amounts of compensation shall be equitably adjusted.

15.6.2 IF THE SERVICES covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Construction Manager, the amounts of compensation, ~~rate and multiplier set forth herein shall be equitably adjusted.~~

ADDENDUM

This Addendum is attached to and forms a part of that certain Standard Form of Agreement Between Owner and Construction Manager dated October 30, 1991, (the "Agreement") by and between Union Station Gateway Inc., a California non-profit corporation, as Owner, and Catellus Development Corporation, a Delaware corporation, as Construction Manager. In the event of any inconsistencies between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall govern and prevail. All defined terms used in the Agreement shall bear the meanings set forth in this Addendum.

A-1. Owner and Construction Manager hereby acknowledge and agree that: (a) Owner is not the fee owner of the Project, but is a party to a design build agreement with the fee owner, is responsible for the overall development of the Project and has the necessary authority from such fee owner to enter into this Agreement; and (b) all references in the Agreement to "Contractor" or "Contractors" shall be deemed to be references to the General Contractor ("GC") and all other contractors and consultants in privity with Owner.

A-2. Owner contemplates that it shall enter into separate agreements directly with independent consultants to provide services with respect to, without limitation, independent cost estimating (the "Cost Estimator"), scheduling (the "Scheduling Consultant"), quality control including special material control and testing (the "Quality Consultant"), coordination with respect to DBE requirements ("DBE Consultant"), a safety consultant (the "Safety Consultant") and a re-location consultant (the "Re-location Consultant"). Owner may select one or more consultants to provide any combination of the above services. Accordingly, Owner shall look solely to the Contractors for the due and correct performance of their respective obligations pertaining to the quality, cost and timely completion of the Project, and Owner hereby releases and exonerates Construction Manager from all claims relating to the improper or insufficient performance by any third party (including Owner) and including claims pertaining to quality of the Project, its cost and/or its date of completion to the extent not forming part of Construction Manager's obligations hereunder, and shall look solely to such third parties for satisfactory assurances of performance and for such performance.

A-3. In addition to the Basic Services referred to in paragraphs 1.1 and 1.2 of the Agreement, Construction Manager shall do the following as part of the Basic Services:

A-3.1 Coordinate and manage the activities and reports of the consultants rendering services to Owner, including, without limitation, the Cost Estimator, the Scheduling Consultant, the Quality Consultant, the DBE Consultant, the Safety Consultant and the Re-location Consultant. In particular, Construction Manager shall notify Owner at least six (6) months in advance in writing when the RTD headquarters building is anticipated to be ready for occupancy.

A-3.2 Conduct any contract procurement for Owner required on behalf of the Project, in conformance with Owner's requirements and in Owner's interest, including the preparation of requests for proposals and/or bids, solicitation and

advertising, receipt and review of proposals/bids, establishment of objective criteria for selection, evaluation of proposal/bids in consultation with Owner, presentation of recommendations for selection, developing contract strategy and negotiation and preparation of contracts with the review and approval of Owner.

The procurement services referred to in the preceding paragraph may include the selection and retention of the Contractors and any technical, permitting and design consultant, including geotechnical and soils engineers and those consultants referred to in paragraph A-3.1 above. In connection therewith, Construction Manager shall work with the Architect in preparing qualification requirements for such consultants including, without limitation, the scope of construction, costs and schedules for the Contractors for each element and stage of the Project.

A-3.3 In consultation with Owner, work with the Architect to identify for inclusion in the Architect's contract any additional consulting services required for the design of the Project.

A-3.4 Cause a qualified engineer to prepare a legal description and an ALTA survey of the site.

A-3.5 In performing its services under paragraph 1.1.4 of the Agreement, endeavor to cause the Cost Estimator to develop a Total Project Cost Control System including monthly cost reports with major deviations from any previous report to be annotated in the report in question with explanations for any such deviations. The Total Project Cost Control System is contemplated to include updated cash flow projections of anticipated monthly expenses through completion of the Project and, in general, the scope of services to be provided by the Cost Estimator should be to provide independent construction cost estimates and "value engineering services" at the completion of each of the following phases: the program phase; the schematic phase; the design development phase; the Construction Documents phase; and the construction phase. Such estimates are contemplated to utilize the Construction Specifications Institute's format. Construction Manager shall cause the Cost Estimator to prepare such estimates consistent with the requirements of Section 5.5 of the Development Agreement.

A-3.6 Endeavor to cause the Contractor to train maintenance personnel designated by Owner.

A-3.7 Endeavor to cause the Scheduling Consultant to develop a Total Project Schedule Control System divided into design, construction and move-in stages for each of the major Project elements, defining the responsibilities of all Contractors and treating the phases of the work and the responsibilities of the participants separately for each major component. The Total Project Schedule Control System is contemplated to include a detailed time-scale logic diagram depicting duration and responsibilities for all activities for the Project prior to execution of any agreement pertaining thereto, and a summary diagram showing major milestones from said logic diagram.

A-4. Construction Manager shall provide sufficient and qualified staffing to adequately perform its obligations set forth herein, which shall initially include the following: Construction Manager shall hire individuals for the following full time positions: a Senior Project Manager (presently being Mr. Rob Vogel); an Assistant Project Manager for general coordination, for procuring furniture, fixtures and equipment

and tenant improvement requirements; a Project Accountant; a Project Engineer; and a secretary. In addition, up to 50% of the time of the Director of Development (presently being Mr. Ted Tanner) shall be dedicated to the Project. Construction Manager shall notify Owner promptly after hiring any such individuals (or their replacements) and shall submit to Owner a copy of such individuals' resumes. All of the costs of salaries, fringe benefits and general overhead attributable to the foregoing staff shall be reimbursed as part of Construction Manager's costs under paragraph A-5.2 below.

A-5. In consideration of its services set forth or referred to in paragraphs 1.1 and 1.2, but not 1.3, of the Agreement, and paragraph A-3 above, Owner shall pay to Construction Manager the following fees and other amounts:

A-5.1 A fee (the "Fee") shall be paid to Construction Manager in respect of all services provided in connection herewith equal to the sum of (i) Three Million Seven Hundred Sixty Six Thousand Dollars (\$3,766,000.00) (the "Basic Fee") and (ii) the Performance Fee (hereinafter defined). The Basic Fee, less a five percent (5%) holdback (the "Holdback Amount") applied thereto and to the amounts paid to Construction Manager under Paragraph A-5.2 below, shall be paid pursuant to Paragraph 7.1 of this Agreement in monthly installments in arrears based upon the aggregate of (i) four and one-half percent (4.5%) of the "soft costs" portion of the Actual Costs and Expenses (as hereinafter defined); and (ii) one and one-half percent (1.5%) of the "hard costs" portion of the Actual Costs and Expenses, adjusted semi-annually in accordance with reconciliations prepared by Owner and Construction Manager, based upon the percentage of the Project theretofore completed. Owner shall pay the Holdback Amount to Construction Manager at the conclusion of each contract phase.

The Basic Fee shall be subject to adjustment from time to time if, as and when the aggregate Actual Costs and Expenses change from the amount shown in Exhibit C-2 attached to the Development Agreement, but disregarding any changes which in the aggregate are less than Nine Million Dollars (\$9,000,000.00). Specifically, changes in the Basic Fee shall be computed at one and one-half percent (1.5%) of the aggregate change in Actual Costs and Expenses. As used in this Addendum, the term "Actual Costs and Expenses" means all costs and expenses of the Project required to be paid by Owner to all third parties under all contracts entered into in connection with the construction of the Project. Actual Costs and Expenses shall, accordingly, include any additional amounts that Owner may agree to pay by way of Change Order or other contractual undertaking, or as a result of arbitration, but shall not include amounts such as cost overruns or other costs which by stipulation, agreement or third party ruling are agreed or are held not to be the responsibility of Owner. In addition, no increases in the Basic Fee shall be due to Construction Manager relating to increases in the Actual Costs and Expenses caused by any default by Construction Manager in the performance of its obligations under this Agreement.

In addition to the Basic Fee, Owner shall pay to Construction Manager a Performance Fee, being equal to fifty percent (50%) of the amount, if any, by which (i) the Estimated Project Hard Costs exceed (ii) the Net Project Actual Hard Costs. As used herein, "Estimated Project Hard Costs" means the amount estimated by Owner as the aggregate "hard costs" for the Project, based upon estimates submitted to it by the Cost Estimator and the GC upon the completion of approximately seventy percent (70%) of the Construction Documents; and "Net Actual Project Hard Costs" means the "hard

costs" portion of the Actual Costs and Expenses. The Performance Fee shall be paid to Construction Manager concurrently with the due date for payment to it of the Holdback Amount.

A-5.2 In addition to the Fee, Owner shall pay Construction Manager for the following actual internal costs of Construction Manager associated with developing the Project up to an amount equal to a fixed amount calculated from time to time as being the aggregate of (i) six percent (6%) of the "soft costs" portion of the Actual Costs and Expenses, and (ii) one and one-half percent (1-1/2%) of the "hard costs" portion of the Actual Costs and Expenses for the Project. To the extent that actual internal costs of Construction Manager exceed, in the aggregate, six percent (6%) of the "soft costs" portion of the Actual Costs and Expenses, or 1-1/2% of the "hard costs" portion of the Actual Costs and Expenses, as the case may be, then Owner shall reimburse Construction Manager only for such additional costs as it concludes in its reasonable discretion to have been reasonably incurred. The following shall be reimbursable costs and expenses of Construction Manager to the extent they are incurred in connection with developing the Project, and whether incurred before or after the date of this Agreement: (a) travel and promotional costs and expenses which Construction Manager incurs internally in the performance of its obligations hereunder; (b) all costs, expenses, salaries and fringe benefits incurred by or paid to, and general overhead attributable to, any and all employees of Construction Manager who are performing services in connection with the construction, development, management, supervision and tenant build-out of the Project; and (c) general overhead of Construction Manager attributable to the Project. All payments to Construction Manager under this Paragraph A-5.2 shall be made monthly in arrears based upon invoices submitted by Construction Manager to Owner.

A-5.3 As used in this Addendum, "soft costs" shall include without limitation entitlement fees and costs, design and professional fees and charges, furniture, fixtures and equipment and equipment costs and charges; and "hard costs" shall include without limitation building construction and landscaping, whether on-site or off-site. Neither "hard costs" nor "soft costs" shall include land cost, interest charges, financing fees, contingencies and reserves, any amounts paid to Construction Manager under paragraphs A-5.1 or A-5.2, leasing commissions, real estate taxes and promotional expenses.

IN WITNESS WHEREOF this Construction Management Agreement is executed as of the date first above written.

"Owner": UNION STATION GATEWAY INC.,
a California non-profit corporation

By: _____
Its: _____

"Construction Manager": CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____
Its: _____

EXHIBIT G
CLOSING REQUIREMENTS

All capitalized terms used herein shall, unless otherwise defined, have the meanings ascribed to them in the Development Agreement.

1. The obligation of each Party to consummate the Closing shall be dependent upon satisfaction or waiver of the following conditions precedent which shall be included in the Escrow instructions agreed to by the Parties:

a. The representations and warranties of each Party contained in Section 2.3 of the Development Agreement shall be true on the date of Closing in all material respects as though such representations and warranties were made on, and as of, such date.

b. The other Party shall have delivered the instruments and sums required to be delivered by it as, when and in the manner set forth in Section 2.4 of the Development Agreement.

c. The other Party shall have performed and complied with all agreements and conditions required in the Development Agreement to be performed or complied with by it on or prior to Closing.

d. The Title Company shall be ready, willing and able to issue its ALTA extended coverage policies of title insurance (Form 1987) (the "Title Policies") insuring fee title to Parcel 1 and to the Public Transit Use Areas (in the case of RTD) and to Parcel 2 less the Public Transit Easements granted by Catellus to RTD (in the case of Catellus), subject in each case only to the Permitted Exceptions identified in the closing instructions. Each Party shall specify in its closing instructions the insured amount for which the Title Policy in its favor shall be issued.

e. There shall be no condemnation pending against the Project Area or any portion thereof by any Governmental Authority.

f. An REOA, approved by the Parties (subject to final modification, approval and execution as described in Section 2.1.18 of the Development Agreement) shall be deposited with a custodian approved by the Parties, together with mutually acceptable procedural instructions including an instruction stating that upon certification of an EIR which is consistent with the REOA as then drafted and final approval of the Project by the RTD Board of Directors, the Parties shall approve and execute the REOA in recordable form and the custodian shall cause the REOA to be recorded in the Office of the Los Angeles County Recorder at the joint expense of the Parties.

g. The Parties may mutually agree to additional conditions to Closing contained in the Escrow instructions which shall thereafter be conditions to Closing.

2. Closing Deliveries. On the business day prior to the Closing Date, RTD shall have delivered to Escrow Agent the Closing Price in immediately available funds plus all amounts required hereunder for the payment of its share of all costs and expenses hereunder, and each Party shall have delivered to Escrow Agent the following documents:

a. Fully executed and acknowledged Grant Deeds respectively executed by RTD in favor of Catellus and covering the portions of Parcel 2 owned by it and by Catellus in favor of RTD and covering the portions of Parcel 1 owned by it in the form and

substance of the Grant Deeds attached to the Development Agreement as Exhibits P-1 and P-2.

- b. Separate affidavits of RTD and Catellus pertaining to the assessment of documentary transfer taxes.
- c. Preliminary change in ownership statements pertaining to the Grant Deeds.
- d. Such instruments as may be necessary, convenient or appropriate to consummate the Subdivision described in Section 2.1.13 of the Development Agreement in order to create Parcel 1 and Parcel 2.
- e. Duly executed and acknowledged original or original counterpart Memorandum of the Development Agreement, in the form and substance of the Memorandum of Development Agreement attached as Exhibit R to the Development Agreement in recordable form.
- f. Duly executed and acknowledged original or original counterpart of the Public Transit Use Agreement, in recordable form.
- g. Duly executed and acknowledged original or original counterparts of the Tunnel Access Agreement, in recordable form.
- h. An affidavit of U.S. residence, as required by law.
- i. Resolutions enacted by its Board of Directors and certified by its Secretary setting forth the power of and authorizing it to enter into the transactions contemplated.
- j. An incumbency certificate or certificates certified by its Secretary permitting execution of the documents listed in this Section 2.

Upon delivery of all of the foregoing, Escrow Agent shall cause documents described in Sections 2(a) through 2(g) of this Exhibit G to be recorded in the Official Records office of the County of Los Angeles, California and shall transfer the Closing Price to Catellus.

3. Prorations. There shall be no prorations at Closing except only for real estate taxes and assessments. All real estate taxes and assessments shall be prorated based on a thirty (30) day month as of the date of Closing, such that Catellus shall pay all real estate taxes and assessments on the portions of the Project Area owned by it for the period of its ownership thereof (RTD not being liable for payment of taxes and assessments) and all taxes applied retroactively to such Parcel coming due after Closing and attributable to Catellus' period of ownership.

4. Closing Costs. Documentary transfer taxes, recording fees and charges and any Escrow fee shall be shared equally by the Parties. All other Closing fees and expenses, including but not limited to the Party's applicable legal expenses, appraisal fees, accounting and other fees as agreed to by the Parties (to the extent not forming part of the Predevelopment Costs included in the Predevelopment Budget) together with the cost of the Title Policy in favor of that Party, shall be borne by the Party incurring same.

EXHIBIT H-1
COMPLIANCE WITH LAWS

NONE

058995-004-012
2240M/10-25-91

EXHIBIT H-1

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

EXHIBIT H-2

COMPLIANCE WITH LAWS

1. Letter from the California Regional Water Quality Control Board dated July 2, 1991, relating to groundwater conditions at Union Station.

058995-004-012
2240M/10-25-91

EXHIBIT H-2

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

EXHIBIT I-1

GOVERNMENTAL ACTIONS AND PENDING CONDEMNATIONS
IMPACTING SITE A

1. GOVERNMENTAL ACTIONS

- A. Pending City of Los Angeles Street Vacation Request No. VAC-01719 dated November 18, 1986 covering the vacation of Lyon Street, Vignes Street and Ramirez Street.

2. PENDING CONDEMNATION

- A. Pending Condemnation Case No. C735471 filed August 25, 1989, SCRTD v. Lorenzo Pelanconi, Deceased, et al.
- B. The proposed realignment of Vignes Street.

058995-004-012
2235M/10-25-91

EXHIBIT I-1

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

EXHIBIT I-2

GOVERNMENTAL ACTIONS AND PENDING CONDEMNATIONS
IMPACTING SITE B, WEST PROPERTY,
CATELLUS-OWNED ADDITIONAL LAND

1. GOVERNMENTAL ACTIONS

- A. AT&SF et al. v. City of Los Angeles
Los Angeles Superior Court
Case No. C582576

Suit was filed by three owner-railroads of LAUPT vs. the City of Los Angeles challenging a benefit assessment district. Other plaintiffs have joined the action. This benefit assessment district involves property formerly owned by the railroads and now owned by Catellus. This case is currently inactive and will be rendered moot by the appellate court decision in the validation proceeding discussed below.

- B. SCRTP v. Bolen
Los Angeles Superior Court
Case No. C656503
Second Appellate Court, Division 2 TS 032265

A validation proceeding was initiated by the Southern California Rapid Transit District ("RTD") to validate the Metro Rail assessment district. This litigation involves property which Catellus acquired from the three owner-railroads. The railroads and others were permitted to intervene in the case. The trial court validated the assessment district. The railroads and others appealed. The appellate court reversed the trial court in a decision filed May 1, 1990 invalidating the assessment district.

RTD appealed to the California Supreme Court. A hearing was granted and the case has been briefed. The date for oral argument has not been set.

- C. AT&SF et al. v. State of California
Los Angeles Superior Court
Case No. 674368

This matter initially began as an inverse condemnation suit arising from an earlier action. The City and State had at one time sought to condemn all of Los Angeles Union Passenger Terminal ("LAUPT"), which was then owned by three owner-railroads. Instead, the City and State condemned property for the El Monte Busway extension onto the property. Temporary access rights for construction were then acquired by the

State. The State remained on the property longer and occupied more area than had been paid for. The three owner-railroads attempted to negotiate additional compensation and, when negotiations proved unproductive, this suit followed. The claim is for \$200,000 in rental value plus legal fees. None of the property at issue is included in the Site, the West Property or the Additional Land.

The State cross-complained claiming the busway property it acquired contained hazardous waste. The State has advanced numerous theories but essentially the argument is that when the State condemned the property it was unaware of hazardous materials on the acquired property and it should therefore have damages or an offset against any additional compensation owed to the three owner-railroads and be entitled to a refund of compensation paid for the condemned property. The State is seeking an average cost per square foot for its cost of remediation. Catellus, as successor to Santa Fe Land Improvement Company ("SFLI"), and a party to this action, believes that remedial measures undertaken by the State for the materials on the LAUPT site could have been accomplished in a less expensive manner on-site, given the low level of toxicity of the materials. This matter is in the early stages of discovery, and Catellus is seeking additional information regarding the State's claim which was previously estimated to be in the range of \$1 million, but recent evidence suggests may be approximately \$3.5 million. SFLI appears to have been erroneously named as a cross defendant in the case and intends to move that it be dismissed from the case.

2. PENDING CONDEMNATIONS

A. The proposed realignment of Vignes Street.

EXHIBIT J-1

LEASES, LICENSES, EASEMENTS
AND AGREEMENTS IMPACTING SITE A

1. The exceptions to title referenced in the Preliminary Title Report No. 8612053 issued by Ticor Title Insurance Company of California (now Chicago Title Company) dated, December 11, 1990, with supplemental report dated July 9, 1991 and additional update pending.
2. Union Station Metro Rail Construction Right of Entry License and Permanent Easement Agreement dated November 3, 1987 between the Atchison Topeka & Santa Fe Railway Company, Southern Pacific Transportation Company, the Los Angeles Salt Lake Railroad Company and its Lessee, Union Pacific Railroad Company and the Southern California Rapid Transit District.
3. First Amendment to Union Station Metro Rail Construction Right of Entry License and Permanent Easement Agreement dated May 9, 1990.
4. Pending Second Amendment to Union Station Metro Rail Construction Right of Entry License and Permanent Easement Agreement.
5. Pending City of Los Angeles Street Vacation Request No. VAC-01719 dated November 18, 1986 covering the vacation of Lyon Street, Vignes Street and Ramirez Street.
6. Quitclaim Deed from the City of Los Angeles to the Southern California Rapid Transit District recorded June 26, 1991 as Instrument No. 91-966449, containing several conditions which may obligate the payment or contribution of property or money to construct, install or maintain improvements.
7. Metro Rail Contracts A130, A135, and A136 currently permit contractors to occupy a portion of the Site for completion of Metro Rail construction.

EXHIBIT J-2

LEASES, LICENSES, EASEMENTS AND AGREEMENTS
IMPACTING SITE B, WEST PROPERTY,
CATELLUS-OWNED ADDITIONAL LAND

1. The exceptions to title referenced in the Preliminary Title Report dated August 14, 1991 (Order No. 9019580-27), prepared by Chicago Title Company.
2. Sign board permit, effective October 1, 1987, between Catellus (as successor in interest) and Gannett Outdoor Company, Inc. (cancellable upon 30 days notice).
3. Sign board permit, effective October 1, 1987, between Catellus (as successor in interest) and Patrick Media Group, Inc. (cancellable upon 30 days notice).
4. Union Station Metro Rail Construction Right of Entry License and Permanent Easement, dated November 3, 1987, between Catellus (as successor in interest) and RTD.
5. First Amendment to Union Station Metro Rail Construction Right of Entry License and Permanent Easement Agreement dated May 9, 1990.
6. Pending Second Amendment to Union Station Metro Rail Construction Right of Entry License and Permanent Easement Agreement.
7. Catellus is negotiating with Security Pacific National Bank with respect to a construction loan to be secured by a deed of trust on the Union Station site. The loan documents will provide for release of Parcel 1 at no cost to RTD.

058995-004-012
2233M/10-25-91

EXHIBIT J-2

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

EXHIBIT K-1

SERVICE CONTRACTS
IMPACTING SITE A

1. Metro Rail Contracts A130, A135 and A136.

058995-004-012
2234M/10-25-91

EXHIBIT K-1

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

EXHIBIT K-2

SERVICE CONTRACTS
IMPACTING SITE B, WEST PROPERTY,
CATELLUS-OWNED ADDITIONAL LAND

Agreement For Services dated February 27, 1989, between
Bechtel - Southern California and Catellus (as successor in
interest), relating to owner's representative services for
Metro Rail construction at Union Station.

058995-004-012
2234M/10-25-91

EXHIBIT K-2

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

EXHIBIT L-1

EXISTING COMMITMENTS IMPACTING SITE A

1. The Quitclaim Deed granted by the City of Los Angeles and recorded as Instrument No. 91-966449, recorded June 26, 1991 contains several conditions which may obligate the payment or contribution of property or money to construct, install or maintain improvements.
2. Construction of Metro Rail pursuant to Metro Rail Contracts A130, A135 and A136.

058995-004-012
2236M/10-25-91

EXHIBIT L-1

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

EXHIBIT L-2

EXISTING COMMITMENTS
IMPACTING SITE B, WEST PROPERTY,
CATELLUS-OWNED ADDITIONAL LAND

NONE

058995-004-012
2236M/10-25-91

EXHIBIT L-2

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

Exhibit M-1
Phase II Income Participations (1)
(Amounts Stated in 000's)

Example 1: Phase II Building(s) of exactly Required Phase II Square Footage

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Total Building Net Operating Income	\$9,500	\$14,000	\$20,000
Less:			
Debt Service	<u>(10,000)</u>	<u>(10,000)</u>	<u>(10,000)</u>
Available for Ground Rent/(Operating Shortfall)	(500)	4,000	10,000
Less:			
Ground Rent Obligation (escalated by five percent per year)	<u>(2,375)</u>	<u>(2,494)</u>	<u>(2,618)</u>
Cash Available for Distribution/(Accruals)	(\$2,875)	\$1,506	\$7,382
Distribution:			
Ground Rent Deducted by CDC	0	(2,494)	(2,618)
Ground Rent to CDC Accrued (2)	<u>(2,375)</u>	0	0
Beg'g. Balance Accrued Ground Rent	0	(2,474)	(1,111)
Deduction by CDC of Accrued Ground Rent	0	1,506	1,156
Interest on Accrued Ground Rent (3)	<u>(99)</u>	<u>(143)</u>	<u>(44)</u>
Ending Balance, Accrued Ground Rent	(2,474)	(1,111)	0
Current Operating Shortfall	(500)	0	0
Beg'g. Balance, Operating Shortfall	0	(521)	(564)
Deduction by CDC of accrued Operating Shortfalls	0	0	587
Interest on Operating Shortfall	<u>(21)</u>	<u>(43)</u>	<u>(23)</u>
Ending Balance, Accrued Operating Shortfall	(521)	(564)	0
Cash Available for Distribution (4)	0	0	5,639
Cash From Operations to RTD 50.00%	\$0	\$0	\$2,820
Cash From Operations to CDC 50.00%	\$0	\$0	\$2,820

(1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely to illustrate the priority of payments from cash flow.

(2) Amount of Deemed Ground Rent accrual subject to provisions in Section 6.1.7.

(3) Interest based on average annual balance; assumes for purposes of example only an annual prime rate of eight percent (Section 6.1.7).

(4) RTD and Catellus each have a fifty percent (50%) income and equity participation in the 600,000 rentable square feet Phase II Improvements.

10/30/91

Exhibit M-1
Phase II Income Participations (1)
(Amounts Stated in 000's)

Example 2:
Building 1 = 400,000 rentable square feet
Building 2 = 400,000 rentable square feet

	Year 1		Year 2		Year 3	
	Building 1	Building 2	Building 1	Building 2	Building 1	Building 2
Net Operating Income	\$6,500	\$6,500	\$9,500	\$9,500	\$13,333	\$13,333
Less:						
Debt Service	(6,700)	(6,700)	(6,700)	(6,700)	(6,700)	(6,700)
Available for Ground Rent/ (Operating Shortfall)	(200)	(200)	2,800	2,800	6,633	6,633
Less:						
Ground Rent Obligation (escalated at five percent per year)	(1,500)	(1,500)	(1,575)	(1,575)	(1,654)	(1,654)
Cash Available for Distribution/(Accruals)	(\$1,700)	(\$1,700)	\$1,225	\$1,225	\$4,980	\$4,980
Distribution:						
Ground Rent Deducted by CDC	0	0	1,575	1,575	1,654	1,654
Ground Rent to CDC Accrued (2)	(1,500)	(1,500)	0	0	0	0
Beg'g. Balance Accrued Ground Rent	0	0	(1,563)	(1,563)	(417)	(417)
Accrual Payments	0	0	1,225	1,225	433	433
Interest on Accrued Ground Rent (3)	(63)	(63)	(79)	(79)	(17)	(17)
Ending Balance, Accrued Ground Rent	(1,563)	(1,563)	(417)	(417)	0	0
Current Operating Shortfall	(200)	(200)	0	0	0	0
Beg'g. Balance, Operating Shortfall	0	0	(208)	(208)	(226)	(226)
Accrual Payments	0	0	0	0	235	235
Interest on Operating Shortfall (3)	(8)	(8)	(17)	(17)	(9)	(9)
Ending Balance, Accrued Operating Shortfall	(208)	(208)	(226)	(226)	(0)	(0)
Cash Available for Distribution	0	0	0	0	4,312	4,312
Cash From Operations to RTD @ 37.5% of Building 1 and 37.5% of Building 2 (4)	\$0	\$0	\$0	\$0	\$1,617	\$1,617
Cash From Operations to CDC @ 62.5% of Building 1 and 62.5% of Building 2	\$0	\$0	\$0	\$0	\$2,695	\$2,695

NOTES AND ASSUMPTIONS TO EXHIBIT M-1, EXAMPLE 2

- (1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely to illustrate the priority of payments from cash flow.
- (2) Amount of ground rent accrual subject to the provisions of Section 6.1.7.
- (3) Interest based on average annual balance; assumes for purposes of example only an annual prime rate of eight percent (Section 6.1.7).
- (4) RTD has a fifty percent (50%) income and equity participation in the first 600,000 rentable square feet in Phase II. This example assumes that Phase II consists of two 400,000 rentable square foot buildings. RTD's interest in each building is calculated as follows:

	Building 1	Building 2
Total building area	400,000	400,000
Area applied to RTD's Phase II interest	300,000	300,000
Area applied as a percent of total area	75%	75%
RTD's 50% Phase II interest as a percent of cash available for distribution	37.5%	37.5%

10/30/91

Exhibit M-1
Phase II Income Participation Pay ()
(Amounts Stated in 000's)

Example 3: Phase II Building Greater than Required Phase II Square Footage
(Assumes for purposes of example to be 600,000 rentable square feet).
Example assumes development of 800,000 rentable square feet.

	Year 1	Year 2	Year 3
Total Building Net Operating Income (800,000 rentable sf)	\$12,667	\$18,667	\$26,667
Proration for 600,000 square feet pursuant to Section 6.1.3:			
Net Operating Income	9,500	14,000	20,000
Less:			
Debt Service	(10,000)	(10,000)	(10,000)
Available for Ground Rent/(Operating Shortfall)	(500)	4,000	10,000
Less:			
Ground Rent Obligation	(2,375)	(2,494)	(2,618)
Cash Available for Distribution/(Accruals)	(\$2,875)	\$1,506	\$7,382
Distribution:			
Ground Rent Deducted by CDC	0	(2,494)	(2,618)
Ground Rent to CDC Accrued (2)	(2,375)	0	0
Beg'g. Balance Accrued Ground Rent	0	(2,474)	(1,111)
Deduction by CDC of Accrued Ground Rent	0	1,506	1,156
Interest on Accrued Ground Rent (3)	(99)	(143)	(44)
Ending Balance, Accrued Ground Rent	(2,474)	(1,111)	(0)
Current Operating Shortfall	(500)	0	0
Beg'g. Balance, Operating Shortfall	0	(521)	(564)
Deduction by CDC of Accrued Operating Shortfalls	0	0	587
Interest on Operating Shortfall	(21)	(43)	(23)
Ending Balance, Accrued Operating Shortfall	(521)	(564)	0
Cash Available for Distribution (4)	0	0	5,639
Cash From Operations to RTD @ 50.00%	\$0	\$0	\$2,820
Cash From Operations to CDC @ 50.00%	\$0	\$0	\$2,820

- (1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely to illustrate the priority of payments.
- (2) Amount of ground rent accrual subject to provisions in Section 6.1.7.
- (3) Interest based on average annual balance; assumes for purposes of example only an annual prime rate of eight percent (Section 6.1.7).
- (4) RTD and Catellus each have a fifty percent (50%) income and equity participation attributable to the 600,000 rentable square feet Phase II Improvements assuming uniform value.

10/30/91

Exhibit M-2

Example Calculation of Equity Participation (1)
(Amounts Stated in 000's)

Example 1: Refinance of Phase II Land and Improvements with
Proceeds Less than Existing Loans

Existing Loans

	<u>Principal Amount</u>	<u>Annual Payment</u>
Qualifying Loans from Non-Affiliates	\$130,000	\$14,369
Qualifying Loans from Affiliates:		
Accrued Ground Rent & Interest	10,000	1,105
Accrued Operating Shortfall & Interest	<u>30,000</u>	<u>3,316</u>
Total, Loans	<u>\$170,000</u>	<u>\$18,790</u>

Application of Refinancing Proceeds

	<u>Principal Amount</u>
Net Proceeds from Refinancing	\$150,000
Less: Non-Affiliate Qualifying Loans	<u>(130,000)</u>
Amount Available for Affiliate Loans	20,000
Beginning Affiliate Loan Balance & Interest	40,000
Less: Proceeds from Refinancing	<u>(20,000)</u>
New Affiliate Loan Balance	20,000

New Capital Structure

	<u>Principal Amount</u>	<u>Annual Payment</u>
Refinance Loan	\$150,000	\$16,579
Loans from Affiliates	<u>20,000</u>	<u>2,211</u>
Total, New Capital Structure	<u>\$170,000</u>	<u>\$18,790</u>

(1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely to illustrate the priority of payments. This example assumes that the Required Phase II Square Footage is 600,000 rentable square feet, and that 600,000 rentable square feet comprise the Phase II Improvements.

10/30/91

Exhibit M-2

Example Calculation of Equity Participation (1)

(Amounts Stated in 000's)

Example 2: Refinance of Phase II Land and Improvements, Fifth Anniversary after
The Vesting Date - Proceeds Greater than Existing Loans
Distribution to RTD

Existing Loans

	<u>Principal Amount</u>	<u>Debt Service Payment</u>
Qualifying Loans from Non-Affiliates	\$130,000	\$14,369
Qualifying Loans from Affiliates:		
Accrued Ground Rent & Interest	10,000	1,105
Accrued Operating Shortfall & Interest	<u>30,000</u>	<u>3,316</u>
Total Loans	\$170,000	\$18,790
	<u>Calculated Land Value</u>	<u>Ground Rent Payment</u>
Land Value, Year 5 (2)	\$21,879	\$2,625
Total, Land and Loans	<u>\$191,879</u>	<u>\$21,415</u>

Application of Refinancing Proceeds

	<u>Principal Amount</u>
Net Proceeds from Refinancing	\$210,000
Less: Non-Affiliate Qualifying Loans	<u>(130,000)</u>
Amount Available for Affiliate Loans and Deduction of Land Value	80,000
Beginning Affiliate Loan Balance & Interest	40,000
Less: Proceeds from Refinancing	(80,000)
New Affiliate Loan Balance/ (Proceeds Available for Deduction of Land Value or Distribution)	<u>(40,000)</u>
Deduction of Land Value by CDC	21,879
Available for Distribution	\$18,121

New Capital Structure

	<u>Principal Amount</u>	<u>Debt Service Payment</u>
Refinance Loan	\$210,000	\$23,211
Loans from Affiliates	0	0
Total, New Debt	<u>210,000</u>	<u>23,211</u>
Less:		
Deduction of Land Value by CDC	(21,879)	
Distribution to RTD @ 50%	(9,060)	
Proceeds to Catellus	<u>(9,060)</u>	
New Debt less Payment of Land Value and Distributions	\$170,000	
	<u>Balance, Land Value</u>	<u>Ground Rent Payment</u>
Land, After Refinance (3)	0	0
Total, Land and Loans	<u>\$210,000</u>	<u>\$23,211</u>

(1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely to illustrate the priority of payments.

This example assumes that the Required Phase II Square Footage is 600,000 rentable square feet, and that 600,000 rentable square feet comprise the Phase II Improvements.

(2) Land Value is calculated from the date established by the Development Agreement for commencement of Land Value calculation. For purposes of illustration only, example assumes commencement of Land Value calculation is concurrent with the Vesting Date. Land Value on Fifth Anniversary calculated as:

\$30 per rentable square foot X 600,000 rentable square feet X (1.05⁴) = \$21,879,111

Ground Rent on Fifth Anniversary calculated as:

\$21,879,111 Land Value X 12% return = \$2,625,493

(3) Land Value calculated as:

\$21,879,111 - \$21,879,111 land deduction = \$0

Ground Rent calculated as:

\$0 X 12% return = \$0

10/30/91

EXHIBIT M-2

Exhibit M-2

Example Calculation of Equity Participation (1)
(Amounts Stated in 000's)

Example 3: Refinance of Phase II Land and Improvements, Fifth Anniversary after
The Vesting Date - Proceeds Not Greater than Existing
Loans - No Distribution to RTD

Existing Loans

	<u>Principal Amount</u>	<u>Debt Service Payment</u>
Qualifying Loans from Non-Affiliates	\$130,000	\$14,369
Qualifying Loans from Affiliates:		
Accrued Ground Rent & Interest	10,000	1,105
Accrued Operating Shortfall & Interest	<u>30,000</u>	<u>3,316</u>
Total, Loans	\$170,000	\$18,790
	<u>Calculated Land Value</u>	<u>Ground Rent Payment</u>
Land Value, Year 5 (2)	<u>\$21,879</u>	<u>\$2,625</u>
Total, Land and Loans	<u>\$191,879</u>	<u>\$21,415</u>

Application of Refinancing Proceeds

	<u>Principal Amount</u>
Net Proceeds from Refinancing	\$190,000
Less: Non-Affiliate Qualifying Loans	<u>(130,000)</u>
Amount Available for Affiliate Loans and Deduction of Land Value	60,000
Beginning Affiliate Loan Balance & Interest	40,000
Less: Proceeds from Refinancing	<u>(60,000)</u>
New Affiliate Loan Balance/ Proceeds Available for Deduction of Land Value or Distribution)	<u>(20,000)</u>
Deduction of Land Value by CDC Available for Distribution	20,000 0

New Capital Structure

	<u>Principal Amount</u>	<u>Debt Service Payment</u>
Refinance Loan	\$190,000	\$21,000
Loans from Affiliates	0	0
Total, New Debt	<u>190,000</u>	<u>21,000</u>
Less:		
Deduction of Land Value by CDC	(20,000)	
Distribution to RTD @ 50%	0	
Proceeds to Catellus	<u>0</u>	
New Debt less Payment of Land Value and Distributions	\$170,000	
	<u>Balance, Land Value</u>	<u>Ground Rent Payment</u>
Land, After Refinance (3)	1,879	225
Total, Land and Loans	<u>\$191,879</u>	<u>\$21,226</u>

(1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely to illustrate the priority of payments.

This example assumes that the Required Phase II Square Footage is 600,000 rentable square feet, and that 600,000 rentable square feet comprise the Phase II Improvements.

(2) Land Value is calculated from the date established by the Development Agreement for commencement of Land Value calculation. For purposes of illustration only, example assumes commencement of Land Value calculation is concurrent with the Vesting Date. Land Value on Fifth Anniversary calculated as:
\$30 per rentable square foot X 600,000 rentable square feet X (1.05⁴) = \$21,879,111
Ground Rent on Fifth Anniversary calculated as:
\$21,879,111 Land Value X 12% return = \$2,625,493

(3) Land Value calculated as:
\$21,879,111 - \$20,000,000 land deduction = \$1,879,111 remaining land value.
Ground Rent calculated as:
\$1,879,111 X 12% return = \$225,493

Exhibit M-2

Example Calculation of Equity Participation (1)
 (Amounts Stated in 000's)

Example 4: Sale of Phase II Upon the Ninth Anniversary
 after The Vesting Date
 Assuming no Prior Payment of Land Value

Gross Sales Proceeds	\$250,000
Less:	
Closing, Brokerage, Legal, and other costs	<u>(5,000)</u>
Net Sales Proceeds	245,000
Less:	
Non-Affiliate Loan Principal	(136,000)
Affiliate Loan Principal:	
Accrued Ground Rent & Interest	(8,000)
Accrued Operating Shortfall & Interest	(12,000)
Deduction of Land Value by CDC (2)	<u>(26,594)</u>
Cash Available for Distribution	62,406
Cash Distribution to RTD @ 50%	\$31,203
Cash Distribution to CDC @ 50%	\$31,203

- (1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely to illustrate the priority of payments. This example assumes that the Required Phase II Square Footage is 600,000 rentable square feet, and that 600,000 rentable square feet comprise the Phase II Improvements.
- (2) Land Value is calculated from the date established by the Development Agreement for commencement of Land Value calculation. For purposes of illustration only, example assumes commencement of Land Value calculation is concurrent with the Vesting Date, and calculated as follows:
 $\$30 \text{ per rentable square foot} \times 600,000 \text{ rentable square feet} \times (1.05^8) = \$26,594,198$

10/30/91

Exhibit M-2
 Example Calculation of Equity Participation (1)
 (Amounts Stated in 000's)

Example 5: Sale of Phase II Upon the Second Anniversary
 After The Vesting Date
 Assuming no Prior Payment of Land Value

Gross Sales Proceeds	\$219,286
Less:	
Closing, Brokerage, Legal, and other costs	(4,386)
Net Sales Proceeds	214,900
Less:	
Non-Affiliate Loan Principal	(136,000)
Affiliate Loan Principal:	
Accrued Ground Rent	(8,000)
Accrued Operating Shortfall	(12,000)
Deduction of Land Value by CDC (2)	(18,900)
Cash Available for Distribution	40,000
Cash Distribution to RTD (3)	\$28,074
Cash Distribution to CDC	\$11,926

(1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely to illustrate the priority of payments. This example assumes that the Required Phase II Square Footage is 600,000 rentable square feet, and that 600,000 rentable square feet comprise the Phase II Improvements.

(2) Land Value is calculated from the date established by the Development Agreement for commencement of Land Value calculation. For purposes of illustration only, example assumes commencement of Land Value calculation is concurrent with the Vesting Date, and calculated as follows:
 $\$30 \text{ per rentable square foot} \times 600,000 \text{ rentable square feet} \times (1.05^1) = \$18,900,000$

(3) Cash distribution to RTD is the greater of the Minimum RTD Phase II Interest or fifty percent of the amount available for distribution. In this example, fifty percent of the amount available for distribution is $50\% \times \$40,000 = \$20,000$; RTD Minimum Phase II Interest is \$28,704 as calculated in Exhibit M-4, Example 1.

10/30/91

Exhibit M-2

Example Calculation of Equity Participation (1)
(Amounts Stated in 000's)

Example 6: Sale of Phase II Upon the Ninth Anniversary after
The Vesting Date - Assuming Prior Refinance
Scenario in Example 3

Gross Sales Proceeds	\$250,000
Less:	
Closing, Brokerage, Legal, and other costs	<u>(5,000)</u>
Net Sales Proceeds	245,000
Less:	
Non-Affiliate Loan Principal	(190,000)
Affiliate Loan Principal:	
Accrued Ground Rent & Interest	(200)
Accrued Operating Shortfall & Interest	(800)
Deduction of Land Value by CDC (2)	<u>(2,284)</u>
Cash Available for Distribution	51,716
Cash Distribution to RTD @ 50%	\$25,858
Cash Distribution to CDC @ 50%	\$25,858

(1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely to illustrate the priority of payments. This example assumes that the Required Phase II Square Footage is 600,000 rentable square feet, and that 600,000 rentable square feet comprise that Phase II Improvements.

(2) Balance of Land Value on the Ninth Anniversary is calculated as:
\$1,879,111 Year 5 Land Value X (1.05⁴) = \$2,283,936

10/30/91

Exhibit M-2
 Example Calculation of Equity Participation (1)
 (Amounts Stated in 000's)

Example 7: Sale of Phase II at a Loss
 Upon the Ninth Anniversary of The Vesting Date
 Assuming no Prior Payment of Land Value

Gross Sales Proceeds	\$185,000
Less:	
Closing, Legal, and other costs	(3,700)
Net Sales Proceeds	181,300
Less:	
Non-Affiliate Loan Principal	(136,000)
Affiliate Loan Principal:	
Accrued Ground Rent & Interest	(8,000)
Accrued Operating Shortfall & Interest	(12,000)
Deduction of Land Value by CDC (2)	(26,594)
Cash Available for Distribution	(1,294)
Cash Distribution to RTD (3)	\$0
Cash Distribution to CDC	(\$1,294)

- (1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely to illustrate the priority of payments. This example assumes that the Required Phase II Square Footage is 600,000 rentable square feet, and that 600,00 rentable square feet comprise the Phase II Improvements.
- (2) Land Value is calculated from the date established by the Development Agreement for commencement of Land Value calculation. For purposes of illustration only, example assumes commencement of Land Value calculation is concurrent with the Vesting Date, and calculated as follows:
 $\$30 \text{ per rentable square foot} \times 600,000 \text{ rentable square feet} \times (1.05^8) = \$26,594,198$
- (3) In no event shall distribution of sales proceeds from Phase II to RTD be less than zero.

10/30/91

Exhibit M-2
 Sample Calculation of Equity Participation Interest (1)
 (Amounts Stated in 000's)

Example 8: Sale of Phase I Upon the Fifth Anniversary of the Vesting Date

Gross Sales Proceeds	\$250,000
Less:	
Closing, Brokerage, Legal and other costs	(5,000)
Net Sales Proceeds	245,000
Less:	
Construction Costs (2)	(151,388)
Deduction of Land Value by RTD (3)	(19,874)
Cash Available for Distribution	73,738
Cash Distribution to RTD @ 50%	\$36,869
Cash Distribution to CDC @ 50% (4)	\$36,869

(1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely to illustrate the priority of payments.

(2) Pursuant to Section 6.1.10.1, construction costs shall be determined by reference to the construction costs of buildings of similar size and quality located in downtown Los Angeles, indexing such construction costs to the period of actual Phase I construction, taking into account entitlement restrictions and requirements and construction conditions (with such costs to be determined by reference to the "Engineering News Records Index of Construction" for the Los Angeles region), and reduced by an imputed amount of amortization which shall be computed in accordance with the amortization schedule for the primary financing in place with respect to the Phase I Improvements.

Deduction for Construction Costs:

Indexed Construction Costs for Phase I at the Period of Actual Phase I Construction: \$160,000
 Unamortized Balance of the Phase I Indexed Construction Costs Upon the Fifth Anniversary of the Phase I Move In Date: \$151,388 *

* Assumes primary financing interest rate of 7.5% and principal amortization of 30 years.

(3) Land Value is calculated from the date established by the Development Agreement for commencement of Land Value calculation. For purposes of illustration only, this example assumes commencement of Land Value Calculation is concurrent with the Vesting Date, and calculated as follows:
 $\$30 \text{ per rentable square foot} \times 545,000 \text{ rentable square feet} \times (1.05^4) = \$19,873,527.$

(4) Subject to Sections 6.4.3 and 6.1.8

10/30/91

Exhibit M-3
Sample C ation of Phase I Valuation (1)

The valuation calculation below assumes that the Liquidity Option valuation is performed on the Fifth Anniversary of the Phase I Move In Date.

	End of Year 40 Phase I Occupancy
Phase I Rentable Square Feet (2)	545,000
Net Annual Rental Rate (3)	\$148.96
Less Deemed Ground Rental Amount (4)	<u>(\$24.14)</u>
Gross Potential Rate Net of Ground Rental Amount	\$124.83
Gross Potential Rent	\$68,029,992
Less Vacancy (5)	(3,401,500)
Parking Revenues (6)	7,148,756
Parking Vacancy (7)	(357,438)
Parking Expenses (6),(7) & (8)	<u>(1,018,698)</u>
Net Operating Income	70,401,113
Capitalization Rate (9)	8.00%
Value	<u>880,013,915</u>
Less Sales Costs (10)	(17,600,278)
Less Tenant Improvements (11)	<u>(109,622,681)</u>
Net Residual Value	752,790,955
Discounted Back To End of Year 5 (12)	59,893,286
Catellus' 50% Interest at End of Year 5	<u>\$29,946,643</u>

(1) Amounts shown are not intended to represent estimated or actual valuation, but are provided solely for illustration.

(2) Assumes Phase I building size of 545,000 rentable square feet. Valuation is subject to actual rentable square feet constructed. The valuation procedure also assumes the entire building is funded with tax exempt financing.

(3) Represents an assumed blended net annual rental rate, for class A Los Angeles Central Business District office, public assembly (such as an RTD boardroom), day care center and retail space. Rental rates are subject to appraisal and shall be appraised at the date on which the appraisal is performed. For purposes of estimating rental rates on the fortieth (40th) anniversary of the Phase I Move In Date, the estimated rental rates at the time the appraisal is performed shall be inflated to the fortieth (40th) anniversary following the Phase I Move In Date, at a preestablished annual rate of 5%, compounded annually. The preestablished annual rate increase of 5% is not subject to appraisal.

For purposes of this example, the blended rate was calculated as follows:

		Appraised Rates	Annual Rent	Annual Rent
Product Type	Rentable Square Feet	At End Of Year 5	At End Of Year 5	At End Of Year 40
Office *	513,500	\$38.00	\$19,513,000	\$107,634,008
Retail *	13,000	\$40.00	520,000	2,868,328
Boardroom *	7,000	\$38.00	266,000	1,467,260
Day Care *	<u>11,500</u>	<u>\$36.00</u>	<u>414,000</u>	<u>2,283,630</u>
Sub Total **	<u>545,000</u>	\$38.01	20,713,000	114,253,226
Operating Expenses **		<u>(\$11.00)</u>	<u>(\$5,995,000)</u>	<u>(\$3,068,512)</u>
Net Rent ***		<u>\$27.01</u>	<u>\$14,718,000</u>	<u>\$81,184,714</u>
Less Deemed Ground Rent				<u>(13,154,722)</u>
Gross Potential Rent				<u>\$68,029,992</u>

* Full Service Gross

** Represents operating expenses for a class A office building

*** Weighted Average Rent

The \$148.96 net annual rent on the fortieth (40th) anniversary of the Phase I Move In Date is calculated by inflating the weighted average net rent of \$27.01 at an annual rate of 5% for the remaining thirty five (35) years of the forty (40) year period.

Calculation : $\$27.01 \times (1.05)^{35} = \148.96

10/30/91

NOTES AND ASSUMPTIONS TO EXHIBIT M-3

- (4) Deemed ground rent is calculated at the preestablished formula of \$30 per rentable square foot, times 12%, inflated at an annual rate of 5% for thirty nine (39) years. The calculation is not subject to appraisal.

$$\text{Calculation : } \$30.00 \times (1.05)^{39} \times 12\% = \$24.14$$

- (5) Calculated at the preestablished rate of 5% of gross potential rent. The vacancy rate is not subject to appraisal.

- (6) Parking revenues and parking expenses are subject to appraisal and shall be appraised as of the date on which the appraisal is performed. For purposes of estimating parking revenues and expenses on the fortieth (40th) anniversary of the Phase I Move In Date, the estimated parking revenues and expenses at the time the appraisal is performed, shall be inflated to the fortieth (40th) anniversary of the Phase I Move In Date, at a preestablished annual rate of 5%, compounded annually. For example purposes only, parking rates were estimated at \$135 per stall per month on the fifth anniversary of the Phase I Move In Date. For purposes of estimating parking revenues on the fortieth (40th) anniversary of the Phase I Move In Date, the estimated \$135 rate was inflated at an annual rate of 5% for thirty five (35) years, and multiplied by 800 parking stalls.

$$\text{Calculation : } 800 \text{ stalls} \times \$135 \times 12 \times (1.05)^{35} = \$7,148,756$$

- (7) Calculated at the preestablished rate of 5% of Parking revenues. The vacancy rate is not subject to appraisal.

- (8) Parking expenses are estimated at 15% of the net parking revenues after deduction for parking vacancy. Actual percentage is subject to appraisal. Refer to notes (6) and (7).

- (9) The Capitalization Rate shall be a rate comparable to Class A Los Angeles Central Business District office capitalization rates. The Capitalization Rate shall be a rate which exists in the market at the time the appraisal is performed. The rate is subject to appraisal. The Capitalization Rate is assumed at 8% for this example.

- (10) Sales Costs are calculated at a preestablished rate of 2% of the estimated value. The rate is not subject to appraisal.

- (11) Tenant improvements are calculated at a preestablished rate of \$30 per rentable square foot, inflated at an annual rate of 5% for thirty nine (39) years. The preestablished formula applies to 100% of the rentable square feet. The amount is not subject to appraisal.

$$\text{Calculation : } 545,000 \text{ rsf} \times \$30 \times (1.05)^{39} = \$109,622,681$$

- (12) The discount rate shall be the RTD's cost of funds for issuing tax exempt certificates of participation at the time in which the appraisal is performed. The discount rate, which is not subject to appraisal, is assumed at 7.5% for this example.

10/30/91

Exhibit M-4
Sample Calculation of Minimum RTD Phase II Interest
Participation Interest (I)
(Amounts Stated in 000's)

Example 1: Reinvestment Return less than Building Return

Assumptions Used in This Example:

- a. Sale of Phase II Improvements on Second Anniversary of the Vesting Date
- b. Sales Proceeds Distributed to RTD \$20,000
(Refer to Exhibit M-2, Example 5)
- c. Reinvestment Rate 6.50%
- d. Discount Rate Equal to Reinvestment Rate 6.50%

	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>
RTD Distribution From Sales Proceeds	\$20,000						
Projected Cash Available for Distribution to RTD from Phase II Improvements		2,831	2,973	3,121	3,277	3,441	3,613
Assumed Reinvestment Income		1,300	1,385	1,474	1,570	1,672	1,781
RTD Investment Shortfall From Early Sale		\$1,531	\$1,588	\$1,647	\$1,707	\$1,769	\$1,832
Present Value of RTD's Investment Shortfall	\$8,074						
Minimum RTD Phase II Interest	\$28,074						

(I) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely for illustration.

10/30/91

Exhibit M-4
Sample Calculation of Minimum RTD Phase II Interest
Participation Interest (1)
(Amounts Stated in 000's)

**Example 2: Reinvestment Return greater than Building Return
in Some Years of the Eight Year Period**

Assumptions Used in This Example:

- a. Sale of Phase II Improvements on Second Anniversary of the Vesting Date
- b. Sales Proceeds Distributed to RTD \$20,000
- c. Reinvestment Rate 6.50%
- d. Discount Rate Equal to Reinvestment Rate 6.50%

	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>
RTD Distribution From Sales Proceeds	\$20,000						
Projected Cash Available for Distribution to RTD from Phase II Improvements		2,500	2,625	2,756	2,894	3,039	3,191
Assumed Reinvestment Income		1,300	1,385	2,185	2,709	3,286	3,921
RTD Investment Shortfall From Early Sale		\$1,200	\$1,241	\$571	\$185	(\$247)	(\$730)
Present Value of RTD's Investment Shortfall	\$2,156						
Minimum RTD Phase II Interest	\$22,156						

(1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely for illustration.

10/30/91

EXHIBIT M-4
-2-

Exhibit M-4
 Sample Calculation of Minimum RTD Phase II Interest
 Participation Interest (1)
 (Amounts Stated in 000's)

Example 3: Reinvestment Return greater than Building Return

Assumptions Used in This Example:

- a. Sale of Phase II Improvements on Second Anniversary of the Vesting Date
- b. Sales Proceeds Distributed to RTD \$20,000
- c. Reinvestment Rate 6.50%
- d. Discount Rate Equal to Reinvestment Rate 6.50%

	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>
RTD Distribution From Sales Proceeds	\$20,000						
Projected Cash Available for Distribution to RTD from Phase II Improvements		1,300	1,365	1,433	1,505	1,580	1,659
Assumed Reinvestment Income		1,300	1,385	2,691	3,520	4,436	5,446
RTD Investment Shortfall From Early Sale		\$0	(\$20)	(\$1,258)	(\$2,016)	(\$2,856)	(\$3,787)
Present Value of RTD's Investment Shortfall							(\$7,305)
Minimum RTD Phase II Interest							\$20,000

(1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely for illustration.

10/30/91

Exhibit M-4
 Sample Calculation of Minimum RTD Phase II Interest
 Participation Interest (1)
 (Amounts Stated in 000's)

**Example 4: Exercise of the Right of Extinguishment before the Eighth Anniversary
 of The Vesting Date**

Assumptions Used in This Example

- a. Exercise of Right of Extinguishment on the Second Anniversary of the Vesting Date
- b. Equity Distribution of RTD's Remainder Interest \$6,114
 (Refer to Exhibit M-6)
- c. Reinvestment Rate 6.50%
- d. Discount Rate Equal to Reinvestment Rate 6.50%

	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>
Equity Distribution of RTD's Remainder Interest	\$6,114						
Projected Cash Available for Distribution to RTD from Phase II Improvements		1,300	1,365	1,433	1,505	1,580	1,659
Assumed Reinvestment Income		397	423	451	480	511	544
RTD Investment Shortfall From Early Extinguishment		\$903	\$942	\$982	\$1,025	\$1,069	\$1,115
Present Value of RTD's Investment Shortfall	\$4,832						
Minimum RTD Phase II Interest	\$10,946						

(1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely for illustration.

10/30/91

EXHIBIT M-4
-4-

Exhibit M-5

Ground Rent Accrual for Disapproved Major Leases
Phase II Improvements, First Eight Years of Occupancy (1)

Assumptions:

1. Year 1 nominal net rent of \$20 per rentable square foot.
2. Annual rent escalation of five percent (5%).
3. Two years of free rent on a ten year lease.
4. Other concessions valued at \$1.00 per rentable square foot.

Step 1: Calculation of Net Effective Rent
(Amounts stated per square foot)

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>
Nominal Net Rent (2)	\$20.00	\$21.00	\$22.05	\$23.15	\$24.31	\$25.53	\$26.80	\$28.14
Less:								
Free rent amortization (3)	(4.10)	(4.10)	(4.10)	(4.10)	(4.10)	(4.10)	(4.10)	(4.10)
Amortization of other concessions (4)	(1.00)	(1.00)	(1.00)	(1.00)	(1.00)	(1.00)	(1.00)	(1.00)
Effective Net Rent	\$14.90	\$15.90	\$16.95	\$18.05	\$19.21	\$20.43	\$21.70	\$23.04

Step 2: Calculation of Ground Rent Accrual
(Amounts stated per square foot)

Effective Net Rent	\$14.90	\$15.90	\$16.95	\$18.05	\$19.21	\$20.43	\$21.70	\$23.04
Less:								
Debt Service	(14.90)	(14.90)	(14.90)	(14.90)	(14.90)	(14.90)	(14.90)	(14.90)
Amount Available for Ground Rent	0.00	1.00	2.05	3.15	4.31	5.53	6.80	8.14
Ground Rent Obligation/leased space	2.00	2.10	2.21	2.32	2.43	2.55	2.68	2.81
Ground Rent Deducted or Accrued @100%	0.00	(1.00)	(2.05)	(2.32)	(2.43)	(2.55)	(2.68)	(2.81)
Amount Not Met by Net Effective Rent	2.00	1.10	0.15	0.00	0.00	0.00	0.00	0.00
Ground Rent Deducted or Accrued @ 50%	(1.00)	(0.55)	(0.08)	0.00	0.00	0.00	0.00	0.00
Total Ground Rent Deducted or Accrued (5)	(1.00)	(\$1.55)	(\$2.13)	(\$2.32)	(\$2.43)	(\$2.55)	(\$2.68)	(\$2.81)

10/30/91

NOTES FOR EXHIBIT M-5

- (1) Amounts shown are not intended to represent estimated or actual cash flows, but are provided solely to illustrate the priority of payments from cash flow.
- (2) If nominal rent is quoted as full service gross, expense stop is subtracted to calculate nominal net rent.
- (3) Free rent amortization is taken as the fraction of the free rent period divided by the total length of the lease. In this example it is 2 years divided by ten years = 20%.
- (4) Other concessions in excess of proforma leasing criteria are amortized by calculating the total expenditure and dividing by the length of the lease. In this example a total expenditure for other concessions of \$10 per rentable square foot is divided by the ten year lease = \$1.00 per rentable square foot.
- (5) Amounts shown represent annual deductions or accruals of Deemed Ground Rental Amounts, and are not cumulative.

10/30/91

Exhibit M-6
 Sample Calculation of Extinguishment Proceeds (1)
 (Amounts Stated in 000s)

Phase I Improvements = 545,000 rentable square feet
 Phase II Improvements = 600,000 rentable square feet
 Assumes Extinguishment on the Ninth Anniversary of the Vesting Date

545,000 rentable square feet of the Phase I Improvements are exchanged pro
 tanto for 545,000 rentable square feet in the Phase II Improvements.
 Remaining 55,000 rentable square feet in the Phase II Improvements are valued
 as follows:

Appraised Value of the Phase II Land and Improvements as of the Date of Closing of the Extinguishment	\$300,000
Less:	
Affiliate and Non-Affiliate Qualifying Loan Balance	(120,000)
Accrued Ground Rent & Interest	(8,000)
Accrued Operating Shortfall & Interest	(12,000)
Deduction of Land Value by CDC (2)	<u>(26,594)</u>
Net Equity, Phase II Improvements	\$133,406
RTD Remainder Interest Percentage (3)	4.58%
Distribution of Net Equity of 55,000 rentable square feet to RTD (RTD Remainder Interest)	\$6,114

(1) Amounts shown are not intended to represent estimated or actual cash flows,
but are provided solely for illustration.

(2) Land Value is calculated from the date established by the Development Agreement
for commencement of Land Value calculation. For purposes of illustration only,
example assumes commencement of Land Value calculation is concurrent with the
Vesting Date, and calculated as:
 $\$30 \text{ per rentable square foot} \times 600,000 \text{ rentable square feet} \times (1.05^{-8}) = \$26,594,298$

(3) In lieu of a cash distribution, RTD may elect to maintain an ongoing income and equity
interest in the Phase II Improvements of 4.58%. The RTD Remainder Interest is calculated as:
 $55,000 \text{ rentable square feet} \times 50\% = 27,500 \text{ rentable square feet};$
 $27,500 \text{ rentable square feet} / 600,000 \text{ rentable square feet} = 4.58\%.$

10/30/91

EXHIBIT "N"

INITIAL LIST OF APPROVED APPRAISERS

John C. Donahue, MAI
Donahue & Company
Property and Urban Economics
2121 East Coast Highway
Suite 140
Corona Del Mar, California 92625
(714) 760-3166

Robert H. Flavell, MAI
Falvell, Tennenbaum & Edwards
4650 Lankershim Boulevard
North Hollywood, California 91606
(818) 985-2100

Robert Lea, MAI
Lea Associates
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(213) 477-6595

Robert L. Engel, MAI
Joseph L. Blake & Associates
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Suite 640
Los Angeles, California 90067
(213) 277-2609

Ronald L. Buss
Buss-Shelger Associates
3055 Wilshire Boulevard
Suite 850
Los Angeles, California 90010
(213) 388-7272

Landauer & Associates
707 Wilshire Boulevard
Suite 4950
Los Angeles, California 90017
(213) 624-3400

058995-004-012
2232M/10-25-91

EXHIBIT "N"

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

EXHIBIT O-1

6.0 PARTICIPATION BY DISADVANTAGED, MINORITY,
AND WOMEN'S BUSINESS ENTERPRISES
(DBEs, MBEs AND WBEs)
IN JOINT DEVELOPMENT PROJECTS

- 6.1 **Policy:** The District is required by Board policy to ensure active participation by Disadvantaged, Minority, and Women's Business Enterprises (DBEs, MBEs, and WBEs) throughout various aspects of all joint development projects, including but not limited to project planning, design, financing, equity participation, construction, management, and leaseholds.
- 6.2 **Goals:** For each joint development project, the District will establish goals for participation by DBEs, MBEs, and WBEs to include but not be limited to the areas listed in (a) through (h), below.

The District is required by federal laws and regulations to provide maximum participation in all federally-funded business opportunities to DBEs. Therefore, the District will establish goals exclusively for DBEs (excluding MBEs and WBEs) in those areas where sufficient DBEs exist to enable competition. However, in large joint development projects where the financial resources required to participate are beyond those of DBEs (i.e., equity participation, development team, financing), the District will establish goals which can be met with either DBEs, MBEs, or WBEs.

Goals for participation by DBEs and/or MBEs/WBEs will be established for available business opportunities, including but not limited to:

- (a) Equity participation;
 - (b) Development team;
 - (c) Financing, including but not limited to consulting, brokerage services, construction, or permanent financing (MBEs or DBEs);
 - (d) Project design, including but not limited to architectural and engineering services;
 - (e) Project construction, including but not limited to general and specialty contractors and subcontractors, construction management, and suppliers;
 - (f) Initial leasing, including but not limited to marketing, advertising, and brokerage services;
 - (g) Project management, including but not limited to property management, maintenance, security, accounting, legal, and other services; and
 - (h) Leasehold arrangements.
- 6.3 **Certification:** All DBEs, MBEs, and WBEs whom the successful developer plans to involve in the project to meet the above-stated goals, must be certified by the District prior to execution of Agreement/Lease.

- 6.4 Developer's DBE Commitment: Proposals must include a plan for how the developer intends to meet each of the DBE/MBE/WBE participation goals set forth in the RFP or prospectus. This plan must include at a minimum the following information:
- (a) The name of each DBE, MBE, or WBE who will participate in the project.
 - (b) The area or scope of work in which the DBE, MBE or WBE will participate.
 - (c) The estimated level of financial participation to be derived from the project by each DBE, MBE, or WBE.
 - (d) The name, address, telephone number of the person responsible for the DBE/MBE/WBE plan implementation and reporting.

6.5 District Roles and Responsibilities

- (a) The Board of Directors will establish overall joint development policies and provide direction to the General Manager.
- (b) The General Manager will direct and oversee all staff activities and report to the Board. He/she will designate an inter-departmental staff team to review joint development proposals, formulate negotiating positions for consideration and approval by the Board. A representative of the Equal Opportunity Department shall serve on this team.
- (c) The Assistant general Manager-EO (as supported by the DBE and CC Directors) will:
 - (1) Assist developers in identifying potential DBE, MBE, and WBE participants.
 - (2) Conduct joint development workshops on development potential for specific projects and to bridge communications between developers and DBEs/MBEs/WBEs.
 - (3) Participate on interdepartmental teams to evaluate proposals and formulate negotiating positions for consideration by the Board.
 - (4) Analyze potential business opportunities for each joint development project and establish DBE and MBE participation goals.
 - (5) Participate at pre-proposal conferences to discuss DBE/MBE/WBE policies and procedures.
 - (6) Certify potential DBE, MBE, and WBE joint development project participants.
 - (7) Monitor the developers' fulfillment of his/her DBE/MBE/WBE plan.

- (d) The Planning Department Director will identify development potential at each site and prepare alternative design solutions for particular projects in conjunction with appropriate local jurisdictions. In coordination with the AGM-EO or designee, he/she will conduct workshops on development potential at each station with particular emphasis placed on the involvement of DBE, MBE and WBE developers.
- (e) The Real Estate Department Directors will be responsible for initiating property owner/developer contacts and for administration and monitoring of the joint development agreement. He/she will assist the AGM-EO or designee in identifying minority and women property owners within the proposed joint development project area, and in monitoring the DBE/MBE/WBE Plan.

EXHIBIT O-2
DBE OPPORTUNITY CRITERIA LIST

The following list represents a range of opportunities for disadvantaged business enterprise (DBE) participation in the Headquarters proposal. The opportunities available in a particular proposal may vary depending on the status of participation by the Proponent and the RTD in the project. The RTD proposes to apply the criteria to those parts of the project in which they participate directly in the income and equity, while encouraging the developer to apply the criteria elsewhere.

The RTD has established goals or criteria for DBE participation both in the overall project and at various phases of implementation. A serious response to these criteria is an essential prerequisite in establishing the qualifications of Proponents. Proposals should establish targets in terms of the percentage of financial commitments to ownership, participation, investment, services and/or resources, which meet or exceed the given goals. Proposals should discuss how the Proponent intends to meet these commitments. While it is intended that the overall goals indicated below shall be incorporated in the proposal, some flexibility is provided to the Proponent in determining the allocation of commitments within any given phase.

<u>OPPORTUNITY AREA</u>	<u>CRITERIA</u>
OVERALL PROJECT GOAL:	25%
A. PREDEVELOPMENT STAGE	20%
1. Land purchase/ownership	
2. Joint venture team participation	
3. Seed equity participation/ investment	
4. Interim loan sourcing	
5. Legal consulting	
6. Planning consulting	
7. Market consulting	
8. Design and engineering consulting	
9. Preliminary financial consulting	
10. Government liaison/permit consulting	
B. DEVELOPMENT STAGE	20%
1. Construction management consulting	
2. Cost control consulting	
3. Contracting, subcontracting, vending and other construction service procurements and bids	
4. Tenant improvement design	
5. Tenant improvement contracting, vending, etc.	
C. MARKETING	20%
1. Pre-leasing services	
2. Market analysis and monitoring services	
3. Lease/sale brokerage	
4. Property management services	
5. Advertising and promotional services	
6. Building signage and identification contracting	
7. Art and aesthetic contracts	
D. OPERATION AND MAINTENANCE (O & M)	20%
1. Outside maintenance services	
2. Outside security services	
3. O & M hiring practices	
4. Shared tenant service provider	
5. Building insurance provider	
6. Parking contractor	
7. Telephone, electrical and utility services	
8. Commercial vendors on premises	
9. Permanent loan sourcing	

RECORDING REQUESTED BY
 and when recorded mail to
 []
 Name Jones, Day, Reavis & Pogue
 Street 555 W. Fifth Street
 Address Suite 4600
 City Los Angeles, CA 90013
 Attn: Real Estate Notices
 (DF)

MAIL TAX STATEMENTS TO
 []
 Name The Southern California
 Rapid Transit District
 Address 425 S. Main Street
 City Los Angeles, CA 90013-1393
 Attn: Manager, Real Estate
 and Development

SPACE ABOVE THIS LINE FOR RECORDER'S USE
 CORPORATION GRANT DEED

The undersigned grantor(s) declare(s):
 Documentary transfer tax is \$ 0
 *Exempt pursuant to California Revenue and Taxation Code Section 11922.
 () computed on full value of property conveyed, or
 () computed on full value less value of liens and encumbrances remaining
 at time of sale.
 () Unincorporated area: (X) City of Los Angeles, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("Grantor"), hereby
 GRANTS to THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation
 organized under the laws of the State of California ("Grantee"), the real
 property located in the City of Los Angeles, County of Los Angeles, State of
 California and described on Schedule "A", attached hereto and incorporated
 herein by this reference (the "Real Property"), and the easements described on
 such Exhibit "A", subject to all matters of record, and further subject to the
 matters set forth in the succeeding paragraph.

The grant made by this Deed is subject to the non-exclusive easements reserved
 by Grantor described on Schedule "B", attached hereto and incorporated herein
 by this reference (the "Easements"), and is also subject to the use
 restrictions described on Schedule "C", attached hereto and incorporated
 herein by this reference (the "Use Restrictions"). The Easements and Use
 Restrictions shall be enforceable equitable servitudes upon the Real Property
 and shall be binding upon all of the Real Property, each person having or
 acquiring any right, title or interest in the Real Property or any part
 thereof or any improvements thereon and upon their respective successors and
 assigns, provided that the Easements and Use Restrictions shall terminate, if
 at all, upon the recording of a Reciprocal Easement and Operating Agreement
 (the "REOA") executed by the record owners of, and affecting, the Real
 Property and the property described on Schedule "D", attached hereto and
 incorporated herein by this reference (the "Benefited Property") which REOA,
 by its terms, expressly refers to this Deed and establishes easements and use
 restrictions which expressly supersede and replace the Easements and the Use
 Restrictions.

CATELLUS DEVELOPMENT CORPORATION,
 a Delaware corporation

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

STATE OF CALIFORNIA)
) S.S.
COUNTY OF _____)

On _____, before me, a notary public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he or she executed the same in the capacity(ies) indicated at the signature point.

WITNESS my hand and official seal.

Signature _____
Capacity of Signatory _____ (Seal)

SCHEDULE "A"

Real Property and Easement Description

(insert description of portions of Parcel 1
not owned by RTD and descriptions of subsurface
parking easement and subsurface service easement
as shown on Exhibit A-2 to the Development Agreement)

058995-004-012
10-30-91/4357g

EXHIBIT P-1

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

SCHEDULE "B"

Reservation of Easements

Grantor hereby reserves for itself the following non-exclusive surface and subterranean easements in common with Grantee and Grantee's successors and assigns:

(a) an easement for vehicular ingress, egress and passage from the Benefited Property over the roadways, driveways, entrances, exits, ramps, and such other facilities as are designed for such use constructed or to be constructed on the Real Property;

(b) an easement for pedestrian ingress, egress, passage and accommodation from the Benefited Property over the sidewalks, plaza areas, malls, bridges, walkways, stairways, elevators, escalators, and such other facilities, constructed or to be constructed on the Real Property; and

(c) an easement for service access over the area described as [insert metes and bounds description of service easement area].

Grantee shall have the right to create, relocate, alter or eliminate any such driveways, roadways, ramps, sidewalks or other facilities constructed or to be constructed on the Real Property and included in the aforesaid easements, provided that Grantor continues to have reasonable vehicular and pedestrian access to the Benefited Property at all times.

SCHEDULE "C"

Restrictions on Use

No portion of the Real Property shall be used for any purpose other than public transit facilities, parking facilities, government and commercial offices, related retail and commercial business, hotels and ancillary facilities.

SCHEDULE "D"

Description of Benefited Property

[insert description of Parcel 2]

058995-004-012
10-30-91/4357g

EXHIBIT P-1

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY

and when recorded mail to

[Name Pircher, Nichols & Meeks
Street 1999 Avenue of the Stars
Address Suite 2600
City Los Angeles, CA 90067
Attn: Real Estate Notices
(DJL)]

MAIL TAX STATEMENTS TO

[Name Catellus Gateway, Inc.
Address 800 N. Alameda Street
City Los Angeles, CA 90012
Attn: Ms. Liz Harrison]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ _____.

*Please see documentary transfer tax affidavit filed concurrently herewith.

- () computed on full value of property conveyed, or
- () computed on full value less value of liens and encumbrances remaining at time of sale.
- () Unincorporated area: (X) City of Los Angeles, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation organized under the laws of the State of California ("Grantor"), hereby GRANTS to CATELLUS GATEWAY, INC., a Delaware corporation ("Grantee"), the real property located in the City of Los Angeles, County of Los Angeles, State of California and described on Schedule "A", attached hereto and incorporated herein by this reference (the "Real Property"), subject to all matters of record, and further subject to the matters set forth in the succeeding paragraph.

The grant made by this Deed is subject to the non-exclusive easements reserved by Grantor described on Schedule "B", attached hereto and incorporated herein by this reference (the "Easements"), and is also subject to the use restrictions described on Schedule "C", attached hereto and incorporated herein by this reference (the "Use Restrictions"). The Easements and Use Restrictions shall be enforceable equitable servitudes upon the Real Property and shall be binding upon all of the Real Property, each person having or acquiring any right, title or interest in the Real Property or any part thereof or any improvements thereon and upon their respective successors and assigns, provided that the Easements and Use Restrictions shall terminate, if at all, upon the recording of a Reciprocal Easement and Operating Agreement (the "REOA") executed by the record owners of, and affecting, the Real Property and the property described on Schedule "D", attached hereto and incorporated herein by this reference (the "Benefited Property") which REOA, by its terms, expressly refers to this Deed and establishes easements and use restrictions which expressly supersede and replace the Easements and the Use Restrictions.

THE SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT,
a California public corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
) S.S.
COUNTY OF _____)

On _____, before me, a notary public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he or she executed the same in the capacity(ies) indicated at the signature point.

WITNESS my hand and official seal.

Signature _____
Capacity of Signatory _____ (Seal)

SCHEDULE "A"

Real Property Description

[insert description of portions of Parcel 2 not owned by Catellus]

058995-004-012
10-30-91/4356g

EXHIBIT P-2

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

SCHEDULE "B"

Reservation of Easements

Grantor hereby reserves for itself the following non-exclusive surface and subterranean easements in common with Grantee and Grantee's successors and assigns:

(a) an easement for vehicular ingress, egress and passage from the Benefited Property over the roadways, driveways, entrances, exits, ramps, and such other facilities as are designed for such use constructed or to be constructed on the Real Property, including, without limitation, the right for passage of Grantor's public transportation vehicles on a regularly scheduled basis;

(b) an easement for pedestrian ingress, egress, passage and accommodation from the Benefited Property over the sidewalks, plaza areas, malls, bridges, walkways, stairways, elevators, escalators, and such other facilities constructed or to be constructed on the Real Property; and

(c) an easement for service access over the area described as [insert metes and bounds description of service easement area].

Grantee shall have the right to create, relocate, alter or eliminate any such driveways, roadways, ramps, sidewalks or other facilities constructed or to be constructed on the Real Property and included in the aforesaid easements, provided that Grantor continues to have reasonable vehicular and pedestrian access to the Benefited Property at all times.

SCHEDULE "C"

Restrictions on Use

No portion of the Real Property shall be used for any purpose other than public transit facilities, parking facilities, government and commercial offices, related retail and commercial business, hotels and ancillary facilities.

SCHEDULE "D"

Description of Benefited Property

[insert description of Parcel 1]

058995-004-012
10-30-91/4356g

EXHIBIT P-2

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

[FORM OF LIQUIDITY OPTION NOTE]

PROMISSORY NOTE

\$ _____, 19__
Los Angeles, California

FOR VALUE RECEIVED the undersigned promises to pay to Catellus Development Corporation, a Delaware corporation, or order, at _____ or at such other place as the holder hereof may from time to time designate, the sum of _____ Dollars (\$ _____) together with simple interest thereon calculated at 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, said principal and interest to be due and payable in full on or before _____ [12 months from date of Note]. This Note may be prepaid in whole or in part without premium or penalty.

If this Note is not fully paid when due, the interest rate hereunder shall thereupon automatically increase by four (4) percentage points, all interest then due hereunder shall be added to principal and become part thereof and interest at said increased rate shall accrue and shall also be added to principal, in arrears on the first day of each month, and shall thereupon also become part of principal.

If this Note is not fully paid when due, the undersigned promises to pay all reasonable costs of collection, including attorneys' fees whether or not suit is filed, and court costs.

Presentment, demand, protest, notices of protest, dishonor and non-payment of this Note and all notices of every kind are hereby waived.

This Note has been executed and delivered by the undersigned in the State of California and is to be governed by and construed in accordance with the laws of the State of California.

THE SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT,
a California public corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM BY
THE SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT:

By: _____
General Counsel

EXHIBIT "Q"

058995-004-012
10-30-91/4361g

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY:
Chicago Title Insurance Company
AND WHEN RECORDED RETURN TO:
Pircher, Nichols & Meeks
1999 Avenue of the Stars
Suite 2600
Los Angeles, California 90067
Attention: David J. Lewis, Esq.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

MEMORANDUM OF DEVELOPMENT AGREEMENT

This Memorandum of Development Agreement is executed as of the _____ day of _____, with reference to that certain Development Agreement ("Agreement") dated as of October ____, 1991, by and between the Southern California Rapid Transit District, a California public corporation ("RTD") and Catellus Development Corporation, a Delaware corporation ("Catellus"). All parties are hereby put on notice that:

1. A complete copy of the Agreement is available at the following offices:

The Southern California Rapid Transit District
425 South Main Street
Los Angeles, California 90013-1393

and

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

2. All defined terms set forth herein shall bear the same meaning as that ascribed thereto in the Agreement. The following provisions 3 through 7 shall all be construed as though the words "all in accordance with the terms of the Agreement" were appended thereto.

3. The Agreement provides for a participation by RTD, under certain circumstances, in certain sums derived from certain improvements, if any, to be constructed on Parcel 2 which is more particularly described on Exhibit "A" attached hereto and made a part hereof.

4. The Agreement provides for a participation by Catellus, under certain circumstances, in certain sums derived from certain improvements, if any, to be constructed on Parcel 1, which is more particularly described on Exhibit "B" attached hereto and made a part hereof.

EXHIBIT R

-1-

058995-004-012
10-30-91/4355g

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

5. The participations referred to in paragraphs 3 and 4 above are subject to reduction, redemption, extinguishment and valuation.

6. RTD has granted to Catellus an option to purchase fee title to Parcel 1, which option shall in all events terminate December 31, 2011.

7. The Agreement sets out certain rights (i) of RTD to purchase fee title to Parcel 2 pursuant both to the Right of First Refusal and to the Right of First Offer, and (ii) of Catellus to purchase fee title to Parcel 1 and to certain parking spaces which may be located thereon, on the Metro Plaza Site and/or on portions of the Additional Land and West Property, pursuant to the Right of First Refusal.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Development Agreement as of the date first above written.

THE SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT,
a California public corporation

By: _____
Name: _____
Title: _____

Approved as to form by RTD:

CATELLUS DEVELOPMENT CORPORATION
a Delaware corporation

By: _____
Name: _____
Title: _____

[Acknowledgments]

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment ("First Amendment"), dated as of _____, amends that certain Development Agreement dated October 30, 1991 by and between THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a California public corporation ("RTD") and CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("Catellus") (the "Development Agreement"). Unless otherwise defined herein, all initially capitalized terms shall have the meanings set forth for them in the Development Agreement.

RECITALS

- A. The Development Agreement contemplates that Catellus and Union Station Gateway Inc. ("USG") shall collectively provide certain specified predevelopment consulting services on behalf of RTD.
- B. On October 24, 1991, the RTD Board of Directors authorized payments to Catellus for such predevelopment consulting services not to exceed \$1,000,000.
- C. On January 9, 1992, the RTD Board of Directors authorized payments to USG under the Design and Construction Agreement, not to exceed \$8,554,000, which sum included amounts budgeted for predevelopment consulting services (certain of which are payable by USG to Catellus pursuant to subcontracts with USG).
- D. On November 8, 1991 and December 27, 1991 respectively Catellus submitted invoices to RTD in connection with predevelopment services performed. These invoices were reviewed by RTD, adjusted and certified for payment in accordance with the provisions of the Development Agreement.
- E. The total amount certified for payment to Catellus was determined to be \$1,121,674. A portion of this amount exceeding the \$1,000,000 authorization (i.e. \$121,674) was temporarily advanced by RTD out of its operating account and now needs to be adjusted out of project capital account.
- F. RTD and Catellus desire to amend the Development Agreement to reflect the above-referenced adjustment of accounts.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

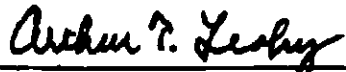
1. RTD shall increase the maximum amount payable to Catellus pursuant to the October 24, 1991 authorization by the amount of \$121,674 to the adjusted sum of \$1,121,674 and shall reduce the amount payable to USG under the January 9, 1992 authorization by an equivalent amount to \$8,432,326. This action represents a one time adjustment between project capital account and operating accounts of the RTD. Any and all future payments for predevelopment services on the project by Catellus and other subconsultants shall be billed directly to USG.
2. Except as specifically set forth herein, the Development Agreement is unmodified and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, acting through their duly authorized representatives, have executed this First Amendment as of the date first above written.

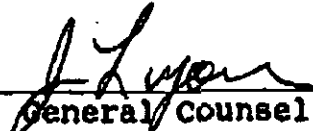
CATELLUS DEVELOPMENT CORPORATION
a Delaware corporation

By: 
Name: Ted Tanner
Title: Vice President, Development

THE SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT, a public corporation

By: 
Name: Alan F. Pegg
Title: General Manager

APPROVED AS TO FORM BY
THE SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT:

By: 
General Counsel

June 30, 1992

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

Attention: Mr. Ted Tanner

Re: Development Agreement

Ladies and Gentlemen:

This letter is intended to memorialize the various agreements reached by The Southern California Rapid Transit District ("RTD") and Catellus Development Corporation ("Catellus") in advance of "Closing" as defined in that certain Development Agreement, dated as of October 30, 1991 (the "Development Agreement") between RTD and Catellus. All terms initially capitalized and not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement. For purposes of this Agreement, the "Closing Date" shall be June 30, 1992.

I. Amendments to Closing Conditions.

Pursuant to the Development Agreement, the Parties have agreed, inter alia, to exchange fee ownership of certain portions of property owned by each of them, and Catellus has agreed to grant to RTD certain Public Transit Easements in portions of Parcel 2, the West Property and the Additional Land (each as defined in the Development Agreement) all as more fully described in the Development Agreement, subject, however, to the Parties' mutual satisfaction or waiver of the matters constituting Closing Conditions set forth therein. RTD and Catellus have undertaken to satisfy the Closing Conditions set forth in Section 2.2 of the Development Agreement and except as set forth below, all Closing Conditions set forth in said section have been, and upon execution of this letter by both

Parties, are deemed to be satisfied or permanently waived subject to Closing taking place. With respect to the remaining, unsatisfied conditions, RTD and Catellus hereby agree as follows:

1. Section 2.2.4. To the extent approved by Union Station Gateway Inc. ("Gateway"), Catellus and RTD have been reimbursed by Gateway for all Predevelopment Costs incurred by each (and incurred by consultants or other contractors for whose costs Catellus or RTD has assumed invoicing and payment responsibility and has invoiced, but not otherwise) to and through May 15, 1992. Any costs for services rendered following May 15, 1992, and for such consultants' and contractors' uninvoiced charges shall be reimbursed subject to the Development Agreement and pursuant to procedures for invoicing and payment established by the Parties and shall be payable, if due, following Closing. Neither Party relinquishes any claims for payment of invoices previously disapproved by Gateway.

2. Section 2.2.5.

(a) With respect to preparation of Financial Plans, RTD and Catellus hereby waive the requirement that a Phase II Improvements Financial Plan be completed prior to and as a condition of Closing; however, RTD retains the right to review and approve such plan as a condition precedent to commencement of construction of the Phase II Improvements.

(b) With respect to Public Transit Improvements financing, RTD and Catellus hereby waive the requirement that RTD demonstrate that it has obtained satisfactory funds or financing to complete construction of the Public Transit Improvements prior to and as a condition of Closing.

(c) With respect to acquisition of tax-exempt Phase I Improvements financing, the Parties have reached the agreement described in Paragraph II.7 below. Catellus has received and reviewed the letters from the bond counsel and underwriter of RTD, has approved such letters and accordingly hereby waives its right under Section 2.2.5 of the Development Agreement to challenge RTD's ability or willingness to obtain tax-exempt financing as a condition to termination of the Development Agreement.

3. Section 2.2.6. The Parties have approved the schematic design documents for the Phase I Improvements and the "Stage 1 Public Transit Improvements." The Parties have established the exact number and location of the Phase I Improvements parking and the Stage 1 and Stage 2 Public Transit Parking as shown on Exhibit C. The Parties hereby waive the requirement that the Phase I Design Development Documents be completed prior to and as a condition of Closing; however, the Parties hereby expressly retain the right to review and approve such Design Development Documents (and the Construction Documents pertinent to such improvements) as a Public Transit Condition (with respect to Public Transit Improvement documents) and as a Phase I Improvements Condition (with respect to Phase I Improvements documents). The Parties agree that the schematic design documents for the Phase II Improvements and the Stage 2 Public Transit Improvements are not complete and that Catellus and RTD shall continue to have the right, following Closing, to review and approve the schematic design documents with respect to the Phase II Improvements and the Stage 2 Public Transit Improvements in accordance with Section 2.2.6 and as otherwise may be described in the Development Agreement. The rights of each of the Parties under Section 2.2.6 to jointly agree on the planning, financing, design and construction objectives and criteria for the Phase II Improvements shall continue following Closing. The foregoing rights are conditions precedent to commencement or construction of the relevant improvements. For purposes of this Agreement, "Stage 1 Public Transit Improvements" shall mean all Public Transit Improvements to be constructed on Parcel 1 as such Parcel exists as of the Closing Date and "Stage 2 Public Transit Improvements" shall mean all Public Transit Improvements to be constructed on Parcel 2 or the Additional Land, or otherwise beneath realigned Vignes Street. Stage 1 and Stage 2 Public Parking shall be the parking facilities within the Stage 1 and Stage 2 Public Transit Improvements, respectively.

4. Section 2.2.12. The Parties have placed into escrow a Reciprocal Easement and Operating Agreement ("REOA") in accordance with the provisions of Section 2.1.18 of the Development Agreement. The Parties have agreed to further negotiate the Management Standards, Project Rules and Regulations and Design Guidelines referenced in the REOA and to retain or attach such documents to the REOA, as further specified in the REOA, prior to recordation thereof. In addition, the Parties have agreed in the Closing and Escrow Instructions of even date herewith to certain terms (attached as Exhibit A to this Agreement) governing the custodianship by

Chicago Title Insurance Company of the REOA and the execution and recordation of the REOA, which terms are incorporated herein by reference.

5. Section 2.2.19. With respect to preparation of Phase II Leasing Criteria, RTD and Catellus hereby waive the requirement that such Leasing Criteria be completed prior to and as a condition of Closing; however, the Parties shall agree on Leasing Criteria with respect to the Phase II Improvements as a condition precedent to Catellus' entering into the first lease or the first legally binding agreement to lease any portion of the Phase II Improvements.

Subject to the foregoing, the Parties hereby agree to open Escrow and to proceed to Closing in accordance with the provisions of Section 2.4 of the Development Agreement.

II. Amendments to Development Agreement

In addition to the foregoing, RTD and Catellus hereby agree to the following amendments to the Development Agreement. The Parties shall cooperate in good faith to further refine and negotiate the following points and either Party shall, upon request of the other Party, execute such further documents as may be required to amend the Development Agreement in order to reflect the understandings of the Parties set forth below or as further negotiated and agreed.

1. Release from Competing Project Provisions. RTD agrees to release the Los Angeles County Transportation Commission ("LACTC") or its affiliates or successors and the Metropolitan Water District ("MWD") from the "Competing Projects" provisions (Section 4.2.1) of the Development Agreement; such release applies only to the building pad(s) indicated on Exhibit B, attached. With specific reference to "stories" in RTD's Headquarters facility, there is to be an 18 story height limit (excluding mechanical stories, housings and structures, all of which shall not exceed an equivalent of 2 additional stories) to any LACTC building with floor one starting at the Gateway Center Plaza level. Catellus shall propose to LACTC or any Affiliate (but shall not require) that it lease the available portion of the space in the Phase I Improvements. RTD will expeditiously review project proposals by Catellus which fall within terms of the "Competing Projects" definition in order to determine whether RTD shall consent to exclude them under said "Competing Projects" provisions. In addition, from the date of Closing until the date upon which

RTD has delivered to Catellus reasonably satisfactory evidence that (i) financing for the realignment of Vignes Street (as described in Section 2.1.14 of the Development Agreement) is available to and has been allocated by RTD and (ii) all governmental approvals required to effectuate such realignment (including RTD approval if required by law) have been obtained (such date being the "Vignes Satisfaction Date"), RTD will retain the right to determine on a case-by-case basis whether to release Catellus from said "Competing Projects" provisions of Development Agreement Section 4.2.1; however, it will make its determination based on a "reasonable discretion", and not on a "sole discretion", standard. Following the Vignes Satisfaction Date, the terms of the Development Agreement relating to Competing Projects will apply without modification. Notwithstanding the foregoing, if the Vignes Satisfaction Date has not occurred on or before September 30, 1992, the Parties agree to be reasonable in reexamining the Project in order to preserve joint development opportunities on the Property for both Parties.

2. Vesting Date Time Period. The time periods set forth in Section 6.1.4.2 of the Development Agreement by which the Vesting Date is determined and which are measured from the Phase I Move In Date shall instead be measured from the later of (i) the Phase I Move In Date or (ii) the Vignes Realignment Date. The "Vignes Realignment Date" means the date when a "notice to proceed" is issued to the contractor with respect to realignment and construction of Vignes Street, as contemplated by the Development Agreement.

3. Parking Spaces. RTD and Catellus hereby fix the total number of parking spaces required for the Phase I Improvements, and Public Transit Improvements parking, at the number contained in the schematic designs attached as Exhibit C (estimated at a maximum of 3,055 spaces when counting those tandem spaces shown on Exhibit C as two spaces). The public transit component of such parking (measured for, among other purposes, the purpose of determining the number of spaces to which the Catellus "Right of First Offer" contained in the Public Transit Use Agreement applies) shall comprise (a) the total number of spaces actually built as part of the Phase I Improvements and the Stage 1 and Stage 2 Public Parking minus (b) 800 spaces. If the construction of the Vignes Street Public Parking Area (as designated on Exhibit A-4 of the Development Agreement) (i) is not a part of the project of work to which the "notice to proceed" referred to in paragraph 2 above pertains; or (ii) is not completed within thirty-six (36) months after such "notice to proceed" is issued, RTD shall be

deemed to have relinquished its Public Transit Easement in (and only in) the Optional Parcel 2 Public Parking Area as depicted in Exhibit D, and from such date, the easement in such parking area shall forever lapse and terminate.

4. Temporary Bus and Parking Facilities. Catellus will make available at no cost to RTD temporary bus and parking facilities within 1,000 feet of the west portal of the Tunnel to serve RTD bus and Metro Rail patrons. Such facilities shall be constructed, maintained and operated in accordance with the following conditions:

(a) The facility will include six RTD operated bus bays and 300 public parking spaces (unless otherwise mutually agreed) identified, designed, accessible and located to RTD's specifications as more particularly shown on Exhibit E;

(b) Said temporary facility will be provided until the earlier of 36 months from the Closing Date, or the completion of construction of (i) the Metro Plaza and (ii) access to the Metro Plaza from Vignes Street;

(c) Catellus may relocate said facility to other locations within the Union Station Project so long as it is within 1,000 feet of the west portal; and

(d) Catellus will operate the public parking at such facility at the prevailing parking rates for other parking at Union Station, including periodic adjustments thereto, subject to RTD periodic review and approval of operations, fees and standards, and Catellus shall retain all revenue generated thereby.

5. Additional Land; Acquisition of Property; Vignes Street Cooperation. Catellus shall not be required to pay for any Additional Land which it receives by operation of law resulting from the realignment of Vignes Street. RTD hereby covenants and agrees to obtain the property indicated on Exhibit F (the "Caltrans Parcel") and upon such acquisition, RTD shall immediately transfer such property to Catellus, at no cost to Catellus. RTD shall use best efforts (including condemnation if legally permissible) to acquire the Caltrans Parcel on or before the expiration of 6 months after the Vignes Satisfaction Date. If RTD is unable to obtain the Caltrans Parcel by the fifth anniversary of the Closing Date, the parties shall arbitrate the damages to which Catellus shall be entitled, but such damages shall not include consequential or expectation damages or lost profits. RTD and Catellus will

cooperate in achieving the objective of the realignment of Vignes by taking the following actions:

(a) Incorporating the realignment in designs, agreements, closing documents and recorded maps;

(b) Facilitating the expeditious processing of street vacations, tract maps, entitlements, building and other permits;

(c) Pursuing grant funding for the Project, placing funds associated with the realignment high on the priority list; and

(d) Taking other actions as necessary and appropriate to accomplish the objective.

6. Microwave Easement. RTD will use good faith efforts to locate the Microwave Easement at the RTD Central Maintenance Facility. However, RTD desires to obtain the Microwave Easement as currently drafted in the REOA, and without rental cost to RTD, irrespective of the location of the primary microwave dishes. Catellus does not agree. Prior to execution of the REOA, Catellus and RTD will reexamine the issue of granting the microwave easement set forth in brackets in Section 2.09 of the REOA, and shall negotiate in good faith with respect to whether or not to grant such easement, taking into consideration the needs of RTD to operate a functional, cost efficient transit operation from the RTD Headquarters/Central Maintenance Facility vicinity, and taking into consideration the cost impacts upon Catellus of granting the easement.

7. Determination of Tax-Exempt Financing Issues. Development of the RTD Headquarters may be infeasible if tax-exempt financing is precluded by the structure of the Development Agreement. Accordingly, RTD and Catellus have agreed to extend; the right of RTD to terminate the Development Agreement in good faith for inability to obtain tax-exempt financing as provided in Sections 2.2.5 and 8.1.1 of the Development Agreement (with the additional clarification that the only remedy available to Catellus in such situation is recovery of Predevelopment Costs and in no event shall the total cost and penalty for such termination exceed Catellus' Predevelopment Costs) until the earlier to occur of (i) five years after the Closing Date or (ii) the determination of RTD, in its sole discretion, that a feasible revision to the Development Agreement to obtain tax-exempt financing can

be achieved. RTD may, without prejudice to the foregoing, at any time and from time to time, submit Revenue Ruling Request(s) with respect to any proposed Development Agreement transaction.

The Parties have agreed to examine the costs and benefits to the Parties of amending the Development Agreement to provide

[earlier to occur of (i) or (ii) the] RTD with complete ownership of the Phase I Improvements and a 4.58% income and equity interest in the Phase II Improvements. Under certain circumstances, including occurrence of the Vesting Date, Catellus would have the right to require RTD to acquire an aggregate 50% of the income and equity interests in the Phase II Improvements for the consideration payable with respect to the Liquidity Option.

In the event that RTD terminates the Development Agreement pursuant to the provisions of this paragraph, then, notwithstanding the terms of the Development Agreement Catellus' sole rights and remedies (other than rights to recover unpaid Predevelopment Costs as set forth above) shall be as follows:

(a) RTD shall be required to transfer such FAR as is available on the Metro Plaza Site to Parcel 2 (whether with a height district limitation of 3:1 or 1.5:1), but in no event shall RTD be required to transfer more than the amount of FAR specified in Section 2.1.13 or to transfer FAR from any parcel or location other than the Metro Plaza Site;

(b) The Option granted in Section 8.8.2 shall apply as provided in the Development Agreement except that notwithstanding anything contained therein, the time period for exercise of the Option shall be three years from the date the Option commences; and

(c) RTD shall cooperate with Catellus to achieve the Vignes Street realignment.

8. Triangle Parcel Easement. If the Development Agreement has terminated and the Vignes Satisfaction Date has not occurred by the fifth anniversary of the Closing Date, the Public Transit Easement granted by Catellus to RTD in the Triangle Parcel (as defined in the Public Transit Use Agreement) may be terminated at the sole discretion of Catellus except that RTD shall retain (and Catellus shall cooperate in documenting and executing the granting or reservation of) a

Catellus Development
Corporation
June 30, 1992
Page 8.

non-exclusive subterranean and surface easement on the Triangle Parcel solely for the purpose of permitting RTD to install, operate and maintain a parking ramp from the surface to a depth of four parking levels or such lesser depth so as to be level with the depth of the parking areas located on Parcel 1. RTD shall also retain a non-exclusive access easement from such parking ramp (at all levels), beneath existing or realigned Vignes Street as the case may be, to the parking located on Parcel 1, in each case providing access to the permittees of RTD in quantity and of a quality equivalent to that specified in the Phase I Improvements and Stage 1 Improvements and Stage 2 Public Transit Improvements schematic design documents.

Please execute in the space indicated below to indicate the consent of Catellus to the foregoing.

Very truly yours,

THE SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT

By:

Arthur T. Leahy

Arthur T. Leahy
General Manager Pro Tempore

ACCEPTED AND AGREED:

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

Theodore L. Tanner
By: Theodore L. Tanner
Vice President Development

EXHIBIT A
TERMS OF REOA CUSTODIANSHIP

EXHIBIT A

TERMS OF REOA CUSTODIANSHIP

After Closing, Chicago Title Company (the "Custodian") is to act as the custodian of the "Reciprocal Easement and Operating Agreement" (the "REOA") pending occurrence of the following two events (the "REOA Conditions"):

- (a) Certification by RTD of the environmental impact report pertaining to the RTD Headquarters Project; and
- (b) Final approval of the REOA by the Board of Directors of the RTD.

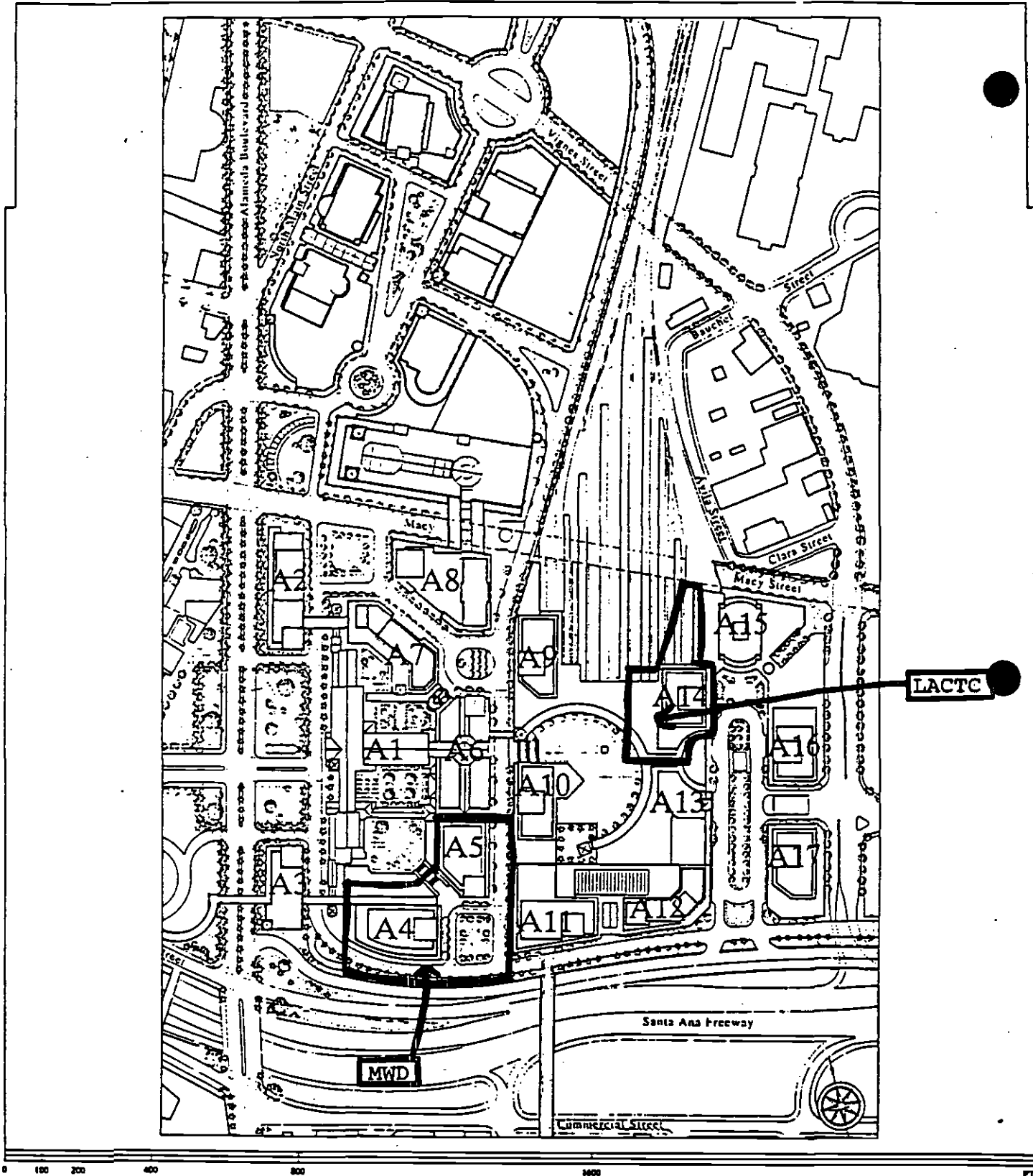
As a matter of agreement between the parties, with which the Custodian is not to be concerned, the parties hereby agree that the REOA is in final and fully negotiated form with the sole exceptions (the "Exceptions") of (i) ministerial insertions such as dates, numbers of parcels comprising the project and so forth, (ii) the matters set forth in that certain letter agreement of even date herewith by and between RTD and Catellus concerning, inter alia, Closing Conditions, and (iii) exhibits to the REOA which are not attached thereto on the date hereof.

Upon the occurrence of the REOA Conditions, the parties hereto agree to draft and complete the Exceptions. They shall thereupon advise the Custodian thereof and shall execute and acknowledge the REOA (including the Exceptions) and the Custodian shall thereupon record the REOA in the Official Records and return a conformed copy to each party's counsel, all at the joint expense of the parties.

The Custodian shall have no liability as such custodian except only for the safekeeping of the REOA.

EXHIBIT B

BUILDING PADS RELEASED FROM COMPETING PROJECT PROVISIONS

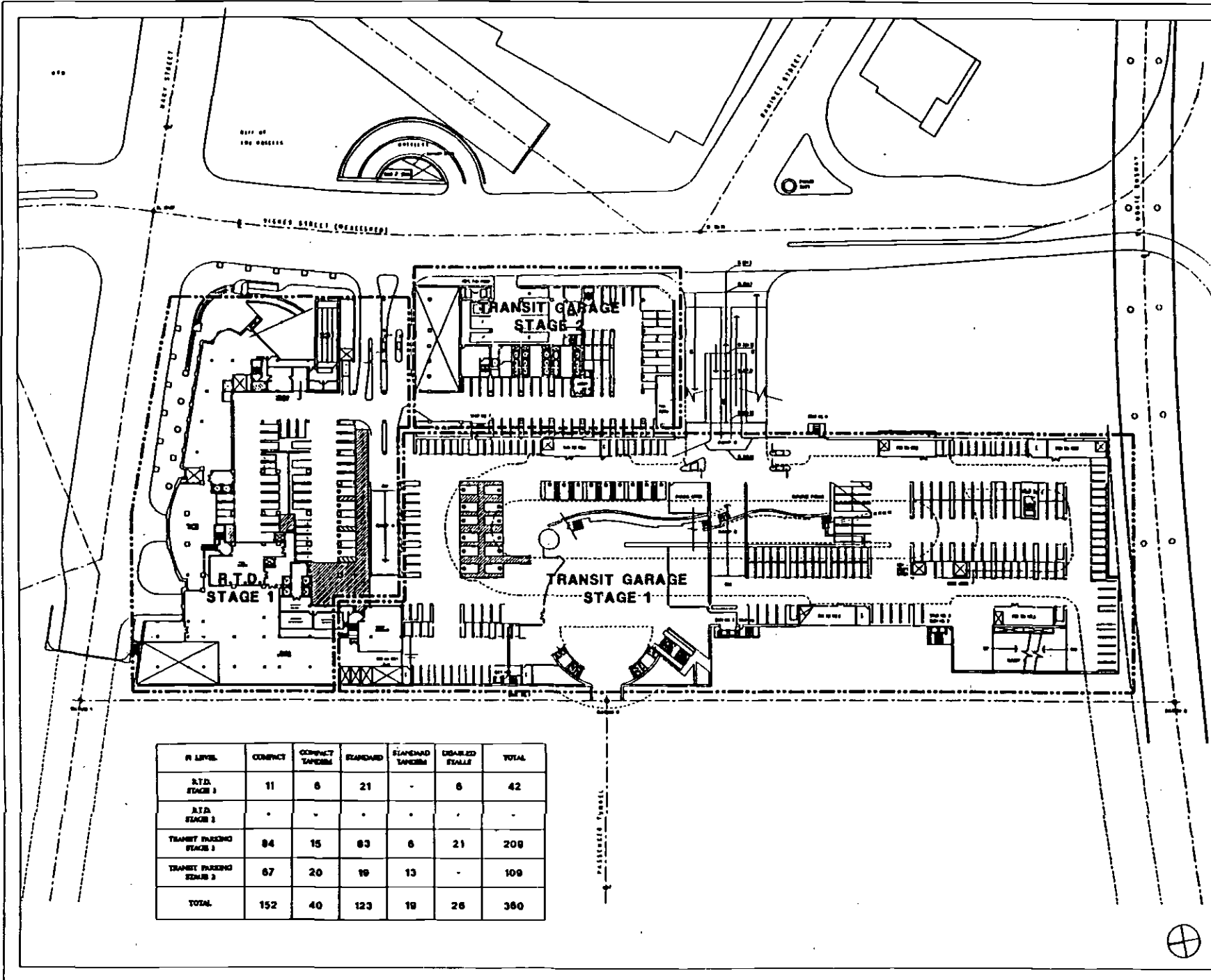


Parcel Plan

EXHIBIT B

EXHIBIT C

PHASE I IMPROVEMENTS AND
PUBLIC TRANSIT IMPROVEMENTS PARKING SCHEMATIC DESIGNS
(ESTIMATED AT A MAXIMUM OF 3,055 SPACES
WHEN COUNTING TANDEM SPACES AS ONE SPACE)



IN LEVEL	CONCRETE	CONCRETE TAPERED	STANDARD	STANDARD TAPERED	DISABLED STALLS	TOTAL
R.T.D. STAGE 1	11	6	21	-	6	42
R.T.D. STAGE 2	-	-	-	-	-	-
TRANSIT PARKING STAGE 1	84	15	83	6	21	209
TRANSIT PARKING STAGE 2	67	20	19	13	-	109
TOTAL	152	40	123	19	26	360

GATEWAY CENTER

TRANSIT PARKING GARAGE

Los Angeles, California

DESIGNED BY
 Structural & Civil
 Engineers, Inc.
 277 Avenue of the Stars
 Suite 100
 Santa Monica, CA 90404
 (310) 310-2500

EXHIBITION

GENERAL NOTES



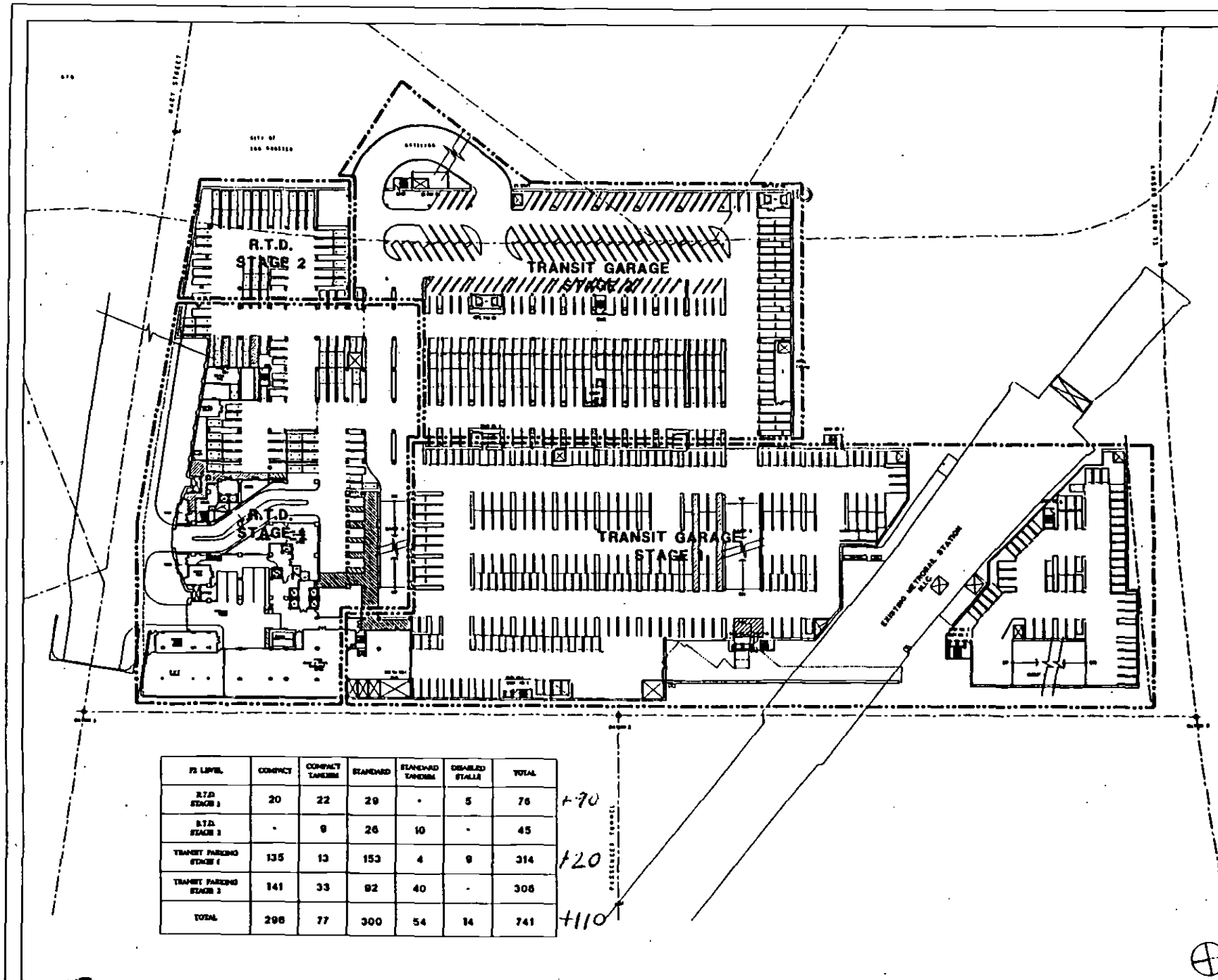
PARKING PLAN
 LEVEL P1
 EL. 278.66

DATE	
SCALE	1" = 40' 0"
DATE	
SCALE	

A-12

DATE 06/13/01

EXHIBIT C



GATEWAY CENTER

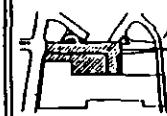
TRANSIT PARKING GARAGE

Lee Rogers, California

ADDRESS:
 225 Gateway Avenue
 Suite 200
 San Francisco, CA 94102
 (415) 774-2000

PROJECT NO.:

SCHEMATIC GRADE



DATE:

PARKING PLAN
 LEVEL P2
 EL. 268.33

DATE: 04/20/00
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

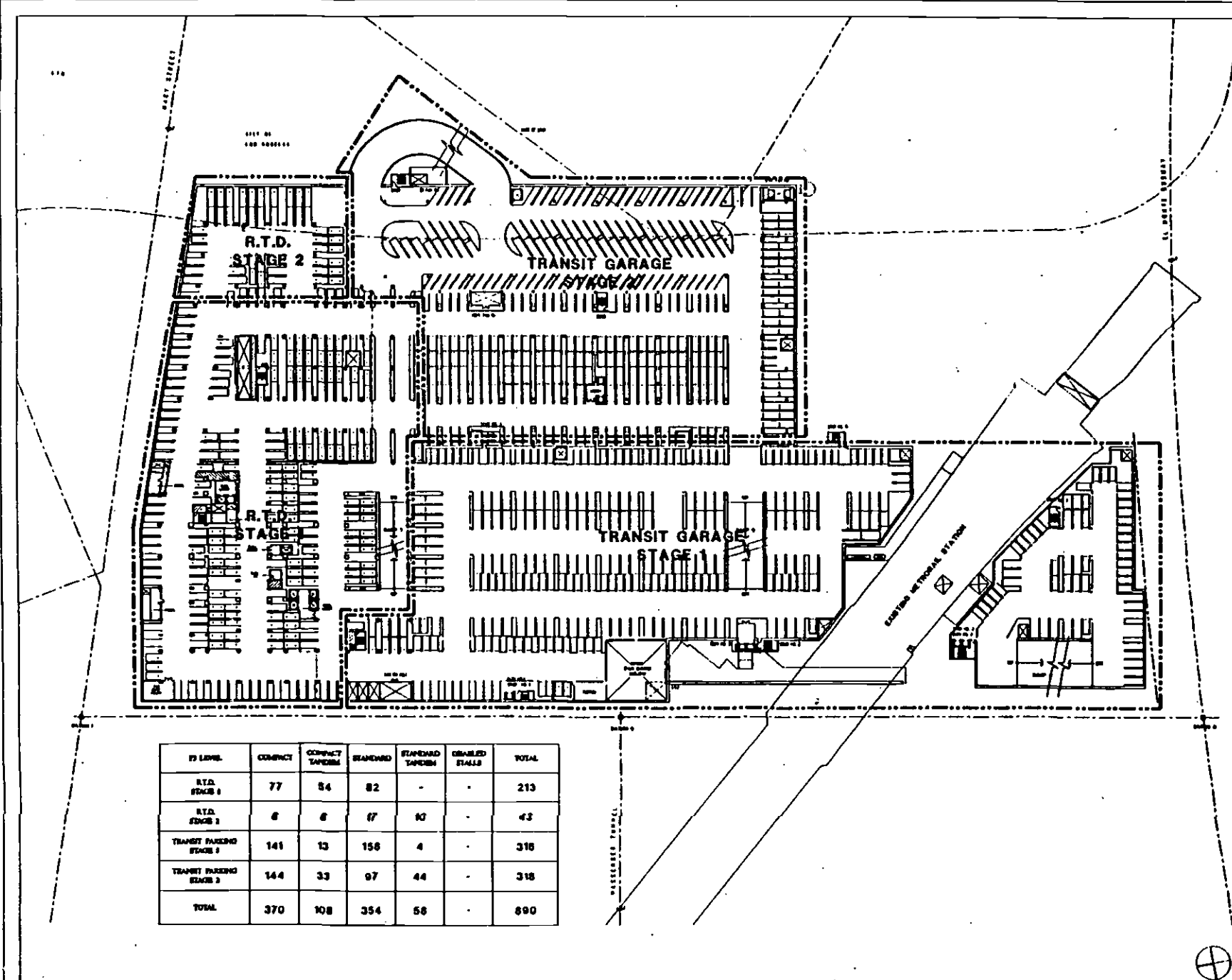
A-1.3

SCALE: 1/8" = 1'-0"
 30132-01

EXHIBIT C

P2 LEVEL	COMPACT	COMPACT TANKERS	STANDARD	STANDARD TANKERS	DESIGNED STALLS	TOTAL
R.T.D. STAGE 1	20	22	29	-	5	76
R.T.D. STAGE 2	-	9	26	10	-	45
TRANSIT PARKING STAGE 1	135	13	153	4	9	314
TRANSIT PARKING STAGE 2	141	33	92	40	-	308
TOTAL	296	77	300	54	14	741

+70
 +120
 +110



P3 LEVEL	COMPACT	COMPACT TAPERED	STANDARD	STANDARD TAPERED	DISABLED STALLS	TOTAL
R.T.D. STAGE 1	77	54	82	-	-	213
R.T.D. STAGE 2	6	6	17	10	-	43
TRANSIT PARKING STAGE 1	141	13	156	4	-	318
TRANSIT PARKING STAGE 2	144	33	97	44	-	318
TOTAL	370	108	354	58	-	890

GATEWAY CENTER

TRANSIT PARKING GARAGE

Los Angeles, California

LOCATION

Architect: J. G. ...
 215 ...
 215 ...
 215 ...

CONTRACT

DATE



SCALE

PARKING PLAN
 LEVEL P3
 EL. 259.187

DATE

A-14

DATE

EXHIBIT C

GATEWAY CENTER

TRANSIT PARKING GARAGE

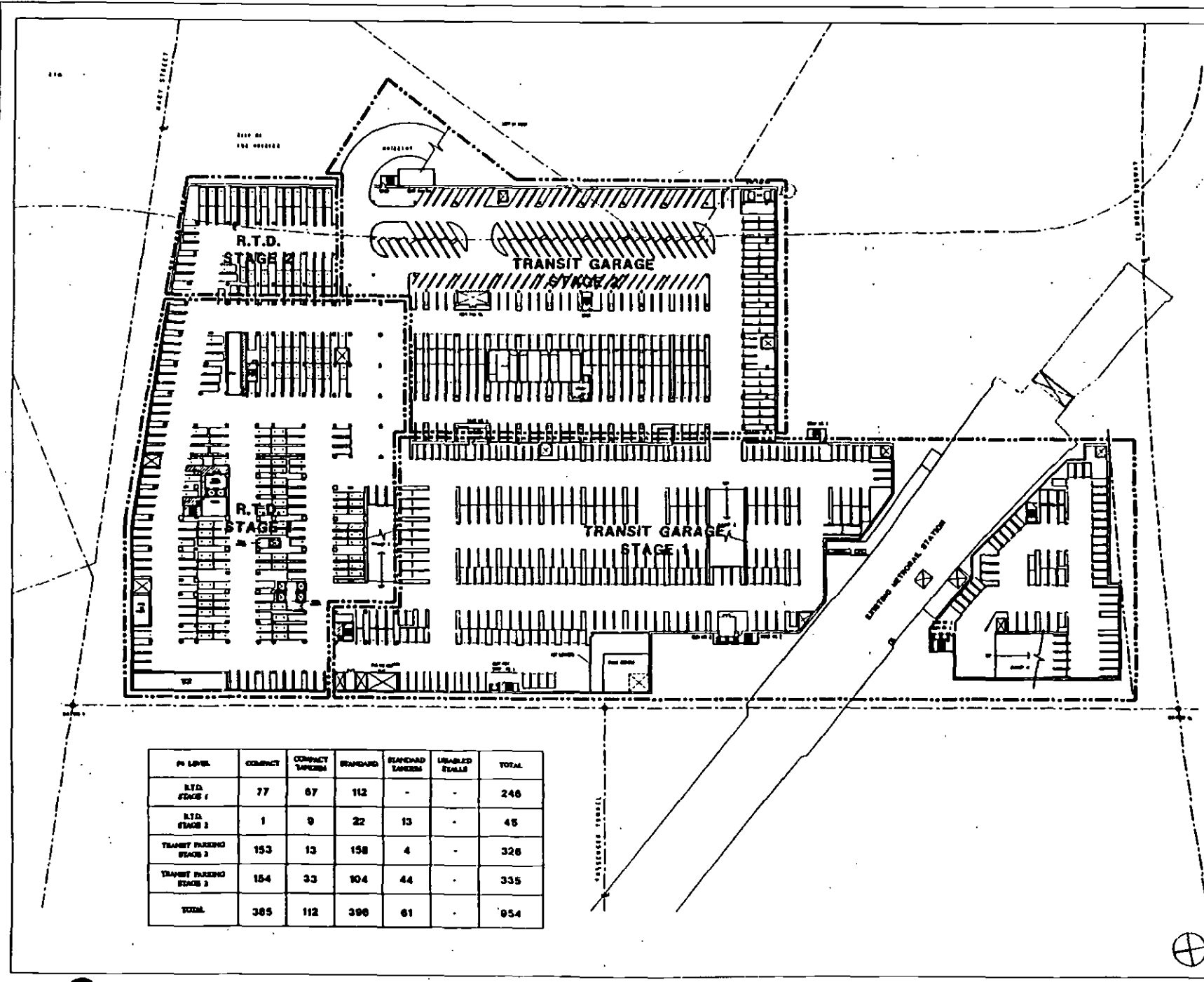
Los Angeles, California

100310001

Architect: A. J. ...
 215 ...
 215 ...

100310002

EXHIBIT C



PL LEVEL	COMPACT	COMPACT TAPERED	STANDARD	STANDARD TAPERED	DISABLED STALLS	TOTAL
R.T.D. STAGE 1	77	67	112	-	-	246
R.T.D. STAGE 2	1	9	22	13	-	45
TRANSIT PARKING STAGE 2	153	13	158	4	-	328
TRANSIT PARKING STAGE 1	154	33	104	44	-	335
TOTAL	385	112	396	61	-	954

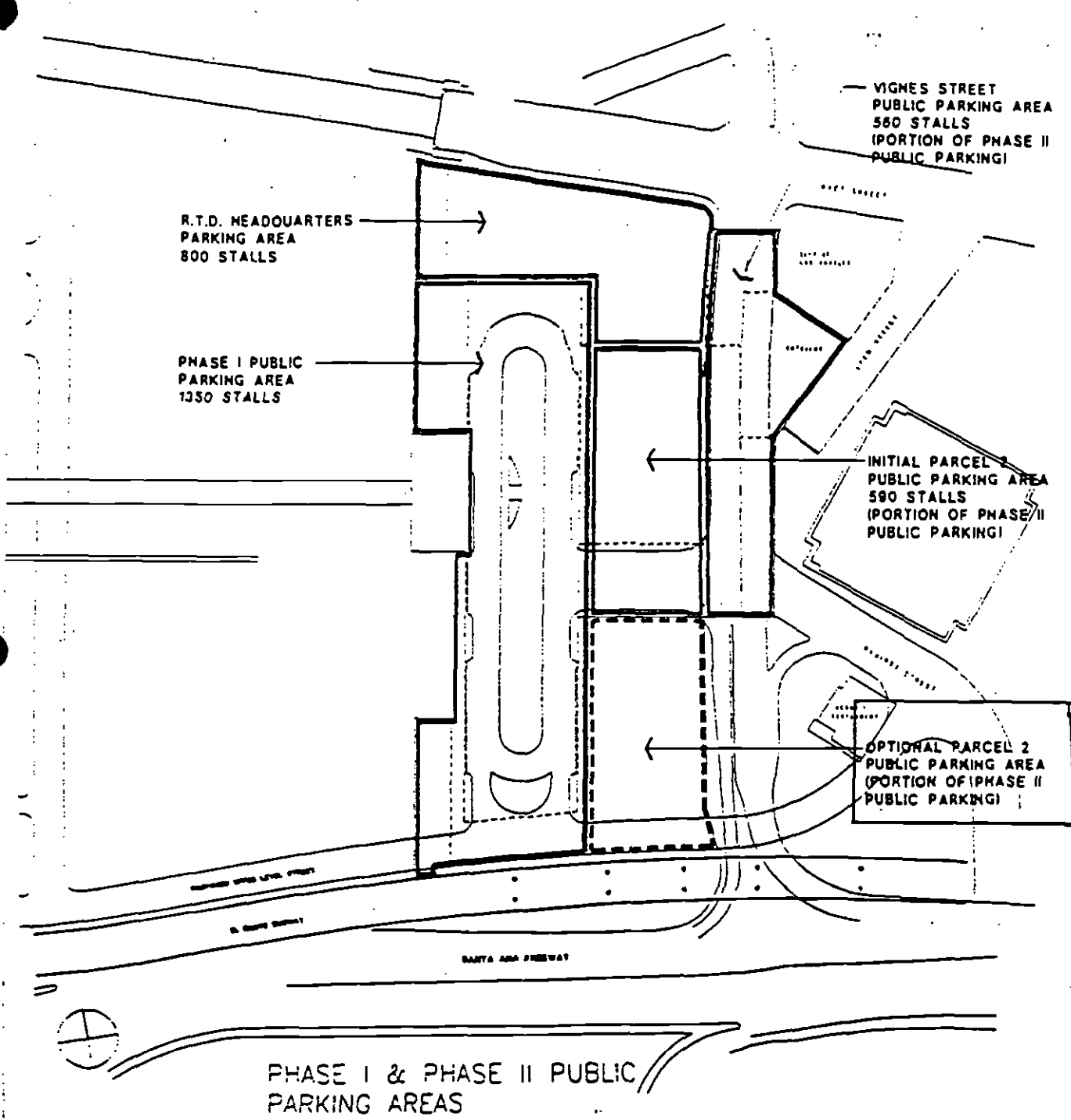
PARKING PLAN
 LEVEL P4
 EL. 250.00

DATE: 10/18/01

A-1.5

30124 01

EXHIBIT D
OPTIONAL PARCEL 2 PUBLIC PARKING AREA



LEGEND

Proposed	Public Parking Area
Existing	Public Parking Area
Proposed	Building
Existing	Building
Proposed	Access
Existing	Access
Proposed	Driveway
Existing	Driveway
Proposed	Other
Existing	Other
Proposed	Other
Existing	Other

GATEWAY CENTER

CLASS

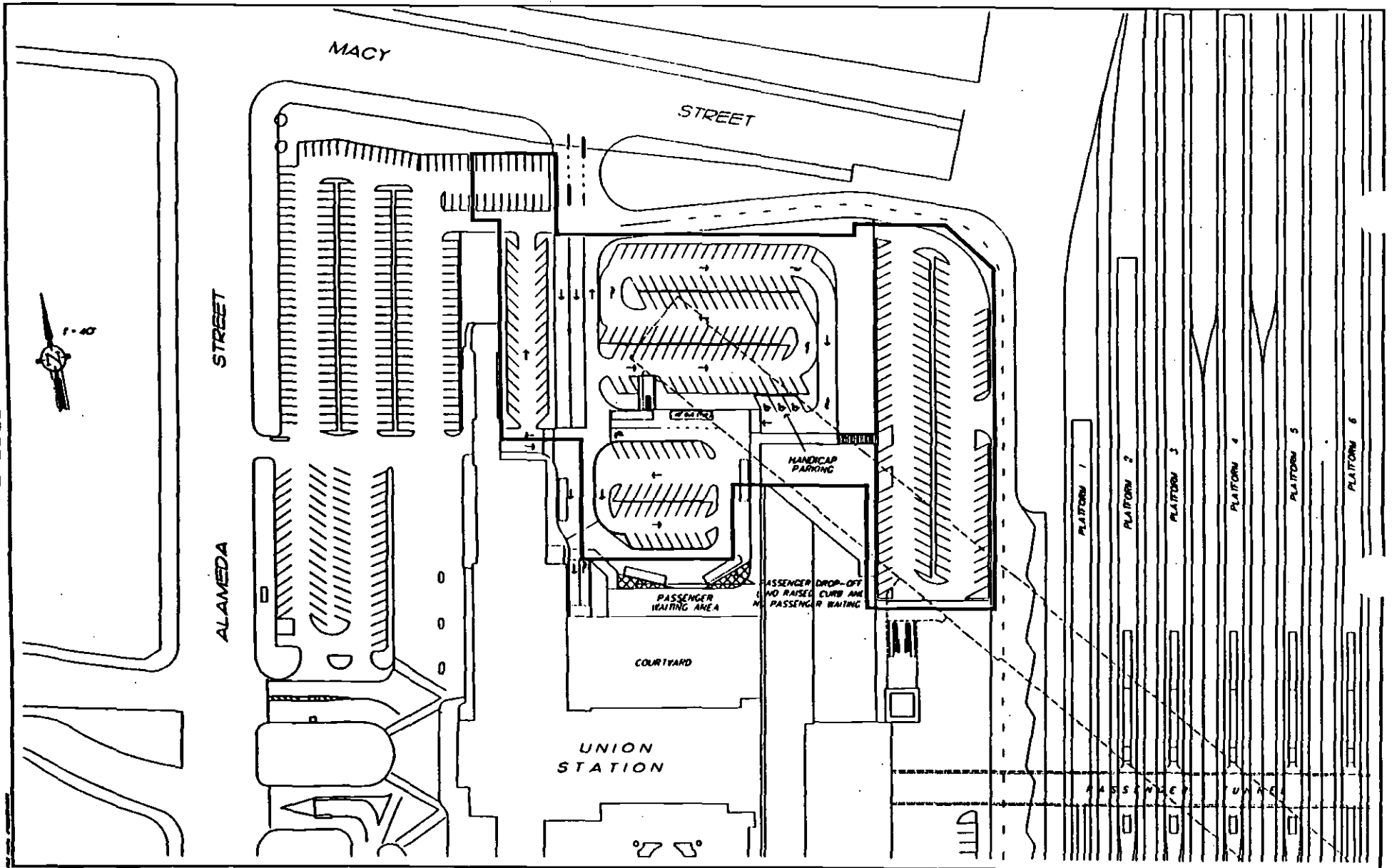
Proposed	Public Parking Area
Existing	Public Parking Area
Proposed	Building
Existing	Building
Proposed	Access
Existing	Access
Proposed	Driveway
Existing	Driveway
Proposed	Other
Existing	Other
Proposed	Other
Existing	Other

30 OCTOBER 1991

A-4

EXHIBIT E
TEMPORARY BUS AND PARKING FACILITIES

EXHIBIT E

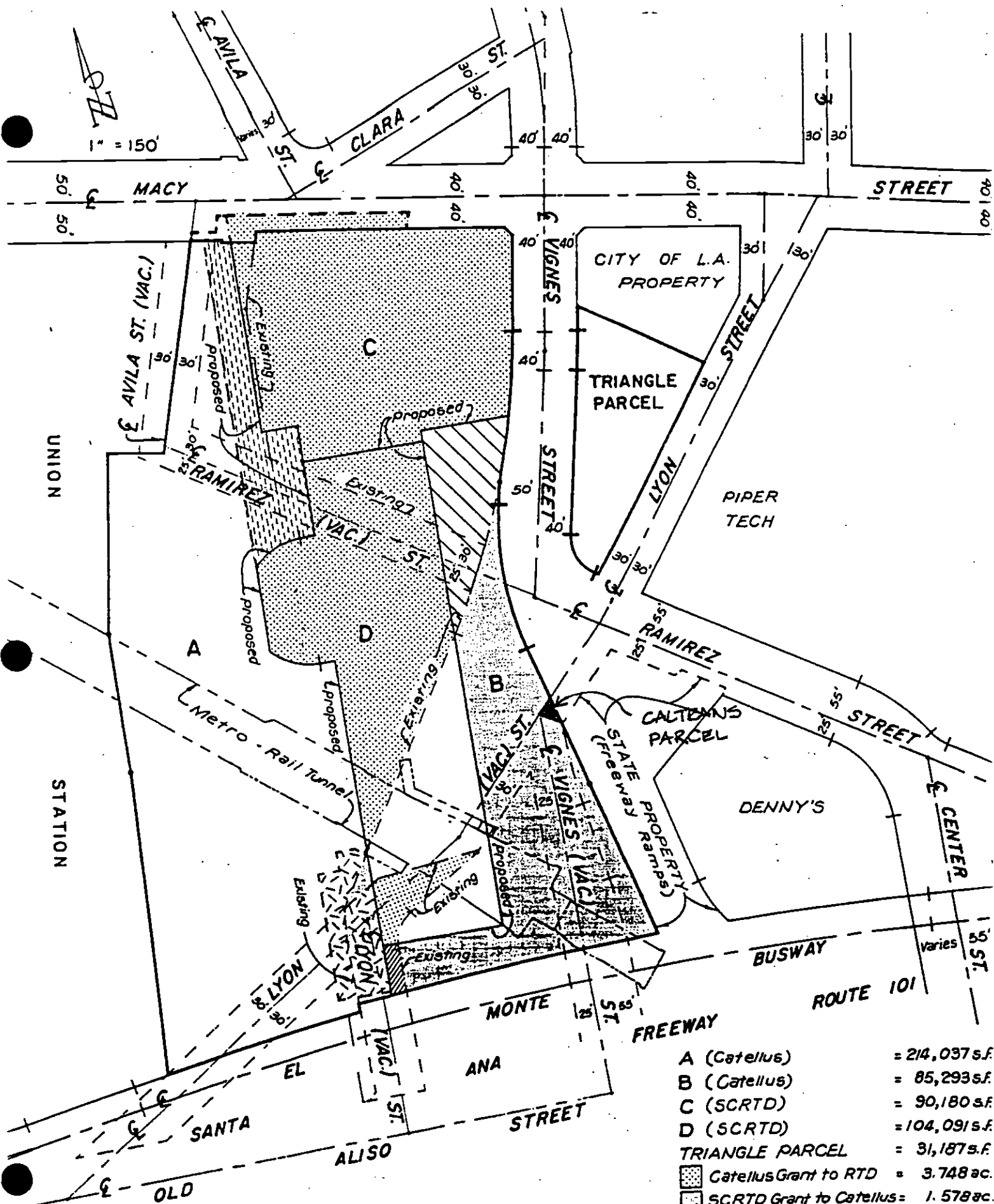


NOTE: SCHEMATIC DRAWING SUBJECT TO FIELD / SURVEY VERIFICATION.
 MAY NOT CONFORM TO ALL RTD DESIGN STANDARDS AND SPECIFICATIONS.
 RTD TO DETERMINE OPERATIONAL FEASIBILITY.

CONCEPT PLAN - RTD BUS ACCESS TO WEST PORTAL
 ALTERNATIVE 2
 REVISED 6/26/92



EXHIBIT F
CALTRANS PARCEL TO BE ACQUIRED BY RTD



A (Catellus)	= 214,037 s.f.
B (Catellus)	= 85,293 s.f.
C (SCRTD)	= 90,180 s.f.
D (SCRTD)	= 104,091 s.f.
TRIANGLE PARCEL	= 31,187 s.f.
Catellus Grant to RTD	= 3.748 ac.
SCRTD Grant to Catellus	= 1.578 ac.
RTD Sliver	= 10,529 s.f.
Parcel B Easement	= 16,173 s.f.
South Roadway Rectangle	= 1,145 s.f.
R-01-P2, 3,4 - C, B	= 19,051 s.f.

JOB NO. 15861 6-24-92

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

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

EXHIBIT F

RECORDING ESTED BY:
Chicago Title Insurance Company

AND WHEN RECORDED RETURN TO:
Fircher, Nichols & Meeks
1999 Avenue of the Stars
Suite 2600
Los Angeles, California 90067
Attention: David J. Lewis, Esq.

CO of Document Recorded
JUL 7 - 1992 J2 1231034
Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR - RECORDER/COUNTY CLERK

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

MEMORANDUM OF DEVELOPMENT AGREEMENT

This Memorandum of Development Agreement is executed as of June 30, 1992, with reference to that certain Development Agreement dated as of October 30, 1991, by and between the Southern California Rapid Transit District, a California public corporation ("RTD") and Catellus Development Corporation, a Delaware corporation ("Catellus"), (captioned "The Development Agreement") as amended by that certain Side Letter to Development Agreement dated as of June 30, 1992 (as amended, the "Agreement"). All parties are hereby put on notice that:

1. A complete copy of the Agreement is available at the following offices:

The Southern California Rapid Transit District
425 South Main Street
Los Angeles, California 90013-1393

and

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

2. All defined terms set forth herein shall bear the same meaning as that ascribed thereto in the Agreement. The following provisions 3 through 7 shall all be construed as though the words "all in accordance with the terms of the Agreement" were appended thereto. The Agreement affects Parcel 1, Parcel 2 and the West Property, all as more particularly defined herein.

3. The Agreement provides for a participation by RTD, under certain circumstances, in certain sums derived from certain improvements, if any, to be constructed on Parcel 2 which is more particularly described on Exhibit "A" attached hereto and made a part hereof.

4. The Agreement provides for a participation by Catellus, under certain circumstances, in certain sums derived from certain improvements, if any, to be constructed on Parcel 1 which is more particularly described on Exhibit "B" attached hereto and made a part hereof.

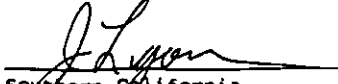
5. The participations referred to in paragraphs 3 and 4 above are subject to reduction, redemption, extinguishment and valuation.

6. RTD has granted to Catellus an option to purchase fee title to Parcel 1, which option shall in all events terminate December 31, 2011.

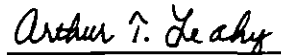
7. The Agreement sets out certain rights (i) of RTD to purchase fee title to Parcel 2 pursuant both to the Right of First Refusal and to the Right of First Offer, and (ii) of Catellus to purchase fee title to portions of Parcel 1 and to certain parking spaces which may be located thereon, on portions of the Additional Land and the West Property which is more particularly described on Exhibit "C", pursuant to the Right of First Refusal.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Development Agreement as of the date first above written.

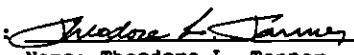
Approved as to form by RTD:


Southern California
Rapid Transit District
General Counsel

THE SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT,
a California public corporation

By: 
Name: Arthur T. Leahy
Title: General Manager Pro Tempore

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

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

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

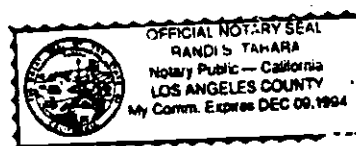
On this 30th day of June, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Arthur T. Leahy, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Randi S. Tahara
Notary Public

Randi S. Tahara
Printed Name of Notary Public

Dec 9, 1994
Commission Expiration Date



[SEAL]

NAME OF NOTARY RANDI S. TAHARA
DATE COMMISSION EXPIRES DEC. 9, 1994

I CERTIFY UNDER PENALTY OF PERJURY THAT
THE FOREGOING IS TRUE AND CORRECT.

CHICAGO TITLE COMPANY

By [Signature]

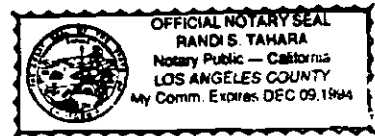
Date 7/5/92

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

On this 30th day of June, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Arthur T. Leahy, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Randi S. Tahara
Notary Public
Randi S. Tahara
Printed Name of Notary Public
Dec 9, 1994
Commission Expiration Date



[SEAL]

EXHIBIT "A"
Parcel 2

(Attach Parcel B)

058995-004-012
06-30-92/4355g

-3-

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

161

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

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised June 15, 1992

PARCEL B AFTER ADJUSTMENT (CONTINUED)

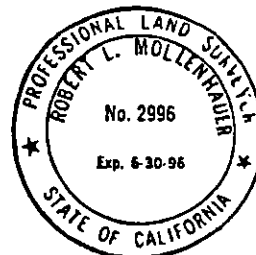
1 being a curve concave westerly and having a radius of 1000.00 feet, a
2 radial of said curve to said point having a bearing of South 65° 11' 07"
3 East; thence southerly along said curve, through a central angle of 04°
4 46' 57" an arc distance of 83.47 feet to an intersection with a line
5 parallel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

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Revised June 15, 1992

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

12
13
14
15 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
16 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
17 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.
18
19
20



21
22
23
24
25 Robert L. Mollenhauer

26 Robert L. Mollenhauer, PLS No. 2996
27
28
29

30 THIS DESCRIPTION
31 PREPARED BY RLM
32 CHECKED MLM
TYPED RLM
COMPARED MLM

EXHIBIT "B"
Parcel 1

(Attach Parcels C & D)

058995-004-012
06-30-92/4355g

-4-

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

Revised March 6, 1992

PARCEL C AFTER ADJUSTMENT

1 Those portions of the Subdivision of a Part of the Estate of Ymario 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

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LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

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

32



THIS DESCRIPTION	
PREPARED BY	<u>MLM</u>
CHECKED	<u>MLM</u>
TYPED	<u>MLM</u>
COMPARED	<u>MLM</u>



Revised March 6, 1992

PARCEL D AFTER ADJUSTMENT

1 Those portions of the Subdivision of a Part of the Estate of Ymario 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

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Phone (213) 624-2661

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



THIS DESCRIPTION
PREPARED BY RMH
CHECKED MBJ/KLM
TYPED g.p.
COMPARED MBJ

EXHIBIT "C"
West Property
(Attach Parcel A)

058995-004-012
06-30-92/4355g

-5-

RTD/CATELLUS DEV. CORP.
DEVELOPMENT AGREEMENT

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 A AFTER ADJUSTMENT

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

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

MOLLENHAUER, HIGASHI & MOORE, INC.

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Revised March 6, 1992

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

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

Revised March 6, 1992

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PARCEL A AFTER ADJUSTMENT (CONTINUED)
prolongation South $10^{\circ} 01' 01''$ West 33.63 feet to said TRUE POINT OF
BEGINNING.

Containing 214,037 square feet

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



Robert L. Mollenhauer

Robert L. Mollenhauer, PLS No. 2996

THIS DESCRIPTION
PREPARED BY RLM
CHECKED BY RLM
TYPED RLM
COMPARED RLM

CHICAGO TITLE INSURANCE CO.

RECORDING REQUESTED BY :
and when recorded mail to: :

{ :
Name Jones, Day, Reavis & Pogue :
Street 555 W. Fifth Street :
Address Suite 4600 :
City Los Angeles, CA 90013 :
Attn: Real Estate Notices :
(DF) :
(058995-004-012) :

MAIL TAX STATEMENTS TO :

Name The Southern California :
Rapid Transit District :
Address 425 S. Main Street :
City Los Angeles, CA 90013-1393 :
Attn: Real Estate Manager :
{ :

COPY of Document Recorded
92 1231029 JUL 7 - 1992
Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR - RECORDER/COUNTY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ Zero Dollars (\$0)*.

*"This conveyance is exempt since the Grantee is an exempt agency under R & T 11922."

- () computed on full value of property conveyed, or
- () computed on full value less value of liens and encumbrances remaining at time of sale.
- () Unincorporated area: (X) City of Los Angeles, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("Grantor"), hereby GRANTS to THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation organized under the laws of the State of California ("Grantee"), the real property located in the City of Los Angeles, County of Los Angeles, State of California and described on Schedule "A-1", attached hereto and incorporated herein by this reference (the "Conveyed Property"), and the non-exclusive easements described on Schedule "B-1", attached hereto and incorporated herein by this reference (the "Grantee Easements"), over the real property described on Schedule "A-2", attached hereto and incorporated herein by this reference ("Grantor's Retained Property"). Grantor further covenants that Grantor's Retained Property will be subject to the Use Restrictions described on Schedule "C", attached hereto and incorporated herein by this reference (the "Use Restrictions").

The Grantee Easements and the Use Restrictions on Grantor's Retained Property shall be enforceable equitable servitudes upon Grantor's Retained Property, shall be binding upon all of Grantor's Retained Property, each person having or acquiring any right, title or interest in Grantor's Retained Property or any part thereof or any improvements thereon and upon their respective successors and assigns and shall run for the benefit of the property described on Schedule "A-3", attached hereto and incorporated herein by this reference ("Grantee's Property").

The grants made by this Deed are subject to: (a) Grantor's reservation of the non-exclusive easements described on Schedule "B-2" attached hereto (the "Grantor Easements") over the Conveyed Property; (b) the Use Restrictions on the Conveyed Property; (c) all matters of record and other matters known to Grantee as of the date hereof; and (d) the matters set forth in the last paragraph hereof.

The Grantor Easements and Use Restrictions on the Conveyed Property shall be enforceable equitable servitudes upon the Conveyed Property, shall be binding upon all of the Conveyed Property, each person having or acquiring any right, title or interest in the Conveyed Property or any part thereof or any

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improvements thereon and upon their respective successors and assigns, and shall run for the benefit of the property described on Schedule "A-4", attached hereto and incorporated herein by this reference ("Grantor's Property").

Notwithstanding anything to the contrary contained herein, the Grantor Easements and the Grantee Easements (collectively, "Easements") and the Use Restrictions over the Conveyed Property and Grantor's Retained Property shall terminate, if at all, upon the recording of a Reciprocal Easement and Operating Agreement (the "REOA") executed by the record owners of, and affecting, Grantee's Property and Grantor's Property, which REOA, by its terms, expressly refers to this Deed and establishes easements and use restrictions which expressly supersede and replace such Easements and the Use Restrictions.

DATED: As of June 30, 1992

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: *Theodore L. Tanner*
Name: Theodore L. Tanner
Title: Vice President Development

CERTIFICATE OF ACCEPTANCE

GOVERNMENT CODE SECTION 27281

This is to certify that interest in real property conveyed by the foregoing deed or grant from CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation, to THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT pursuant to authority conferred by resolution of the Board of Directors of The Southern California Rapid Transit District adopted on October 20, 1983, and the grantee consents to recordation thereof by its duly authorized officer.

Dated this 30th day of June, 1992, at Los Angeles, California.

THE SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT

By: *Arthur T. Leahy*
Arthur T. Leahy
Title: General Manager Pro Tempore

APPROVED AS TO FORM

J. Lynn
SCRTD General Counsel

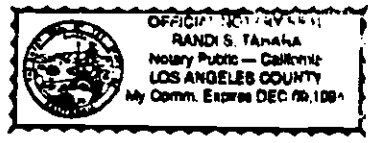
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

)
) S.S.
)

On June 30, 1992, before me, a notary public in and for said state, personally appeared THEODORE L. TANNER, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person ~~(s)~~ whose name ~~(s)~~ is ~~are~~ subscribed to the within instrument and acknowledged to me that he or ~~she~~ executed the same in the capacity ~~(ies)~~ indicated at the signature point.

WITNESS my hand and official seal.

Signature Randi S. Tahara
Capacity of Signatory Notary Public (Seal)



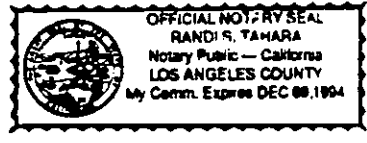
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

)
) S.S.
)

On June 30, 1992, before me, a notary public in and for said state, personally appeared ARTHUR T. LEAHY, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person ~~(s)~~ whose name ~~(s)~~ is ~~are~~ subscribed to the within instrument and acknowledged to me that he or ~~she~~ executed the same in the capacity ~~(ies)~~ indicated at the signature point.

WITNESS my hand and official seal.

Signature Randi S. Tahara
Capacity of Signatory Notary Public (Seal)



SCHEDULE "A-1"

Description of Conveved Property

[Attach description of all Catellus Property excepting therefrom
that which is outside the total exterior boundaries of Parcels C and D]

058995-004-012
06-30-92/0346c

-4-

RTD/CATELLUS
C-R Grant Deed

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

April 2, 1992

CATELLUS GRANT TO SCRIBD

PARCEL 1

1 Those portions of Tract No. 10151, in the City of Los Angeles, in the
2 County of Los Angeles, State of California, as per map recorded in Book
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County
4 Recorder of said County, together with those portions of the "Subdivision
5 of a Part of the Estate of Ynuario Avila Dec'd" in said City, County and
6 State, as per map recorded in Book 34, Page 90 of Miscellaneous Records,
7 in said Recorder's Office, together with those portions of Peschke Tract
8 in said City, County and State, as per map recorded in Book 31 Page 45 of
9 Miscellaneous Records in said Recorder's Office, together with those
10 portions of the "Subdivision of the Aliso Tract", in said City, County and
11 State, as per map recorded in Book 4, Pages 12 and 13 of Miscellaneous
12 Records, in said Recorder's Office, and together with those portions of
13 City Lands of Los Angeles, in said City, County and State, as shown on map
14 recorded in Book 2, Pages 504 and 505 of Miscellaneous Records, in said
15 Recorder's Office, described as a whole as follows:

16 Beginning at a point in the southwesterly line of Macy Street (80.00 feet
17 wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet
18 from the most northerly corner of Lot "B" of said Tract No. 10151, said
19 point also being the most northerly corner of the land as described in the
20 deed to the City of Los Angeles, recorded August 28, 1936, as Instrument
21 No. 5, in Book 14393, Page 61 of Official Records of said County; thence
22 northwesterly along said southwesterly line and its northwesterly
23 prolongation to the easterly line of Lot 1 of said Subdivision of a Part
24 of the Estate of Ynuario Avila Dec'd; thence northerly along said easterly
25 line to the northeast corner of said Lot 1; thence westerly along the
26 northerly lines of Lots 1 to 5 inclusive of said Subdivision of a Part of
27 the Estate of Ynuario Avila Dec'd and its prolongation thereof to the
28 northwest corner of said Lot 5; thence southerly along the westerly line
29 of said Lot 5 to the southeasterly prolongation of the northeasterly line
30 of Lot "A" of said Tract No. 10151; thence northwesterly along said
31 prolongation to the centerline of Avila Street (60.00 feet wide) as shown
32 on said Tract No. 10151; thence southwesterly along said centerline and
its southwesterly prolongation to the easterly prolongation of the most
northerly line of Lot 4 of said Tract No. 10151, shown on the map of said
Tract as having a bearing and distance of "North 70° 32' 30" West 37.76
feet"; thence westerly along said last mentioned prolongation and said
most northerly line to the westerly terminus of said most northerly line;
thence southerly along the westerly lines of said Lot 4 and along the
southerly prolongation of the most southerly west line of said Lot 4 to an
intersection with that certain curve in the northerly boundary of the land
described in Parcel 71955-1 (Amended) in the Final Order of Condemnation
entered in the Los Angeles County Superior Court Case No. C416021, a
certified copy of which was recorded March 11, 1987, as Instrument No.
87-366265 of Official Records of said County, having a radius of 4330.00
and being concave southerly; thence easterly along said curve to the
westerly line of the land as described in the deed to the City of Los
Angeles, recorded April 12, 1937, as Instrument No. 1137, in Book 14861,
Page 261 of Official Records of said County; thence northerly along said
westerly line and its prolongation thereof to the easterly line of the
land as described in Parcel "A" in the City of Los Angeles Ordinance No.
87046 on file in the Clerk's Office of said City; thence northerly along
said easterly line to the most westerly corner of the land as described in
Parcel 2 in the deed to the City of Los Angeles, recorded December 28,
1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records
of said County; thence northeasterly along the northwesterly line of the
land as described in Parcel 2 in said last mentioned deed to the City of
Los Angeles to the most northerly corner thereof; thence northeasterly
along the continuation of said last mentioned northwesterly line to the
most westerly corner of the land as described in Parcel 1 in said last
mentioned deed to the City of Los Angeles; thence northwesterly and
northerly along the northwesterly line of the land as described in Parcel
1 in said last mentioned deed to the City of Los Angeles to the most
southerly corner of said hereinabove first mentioned deed to the City of

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April 2, 1992

1 CATELLUS GRANT TO SCRID (CONTINUED)

2 Los Angeles; thence northerly and northwesterly along the northwesterly
3 lines of said hereinabove first mentioned deed to the City of Los Angeles,
4 to the point of beginning.

5 EXCEPT THEREFROM that portion of said land within the following described
6 property:

7 Beginning at a point in the southwesterly line of Macy Street (80.00 feet
8 wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet
9 from the most northerly corner of Lot "B" of said Tract No. 10151, said
10 point also being the most northerly corner of the land as described in the
11 deed to the City of Los Angeles, recorded August 28, 1936, as Instrument
12 No. 5, in Book 14393, Page 61 of Official Records of said County; thence
13 northwesterly along said southwesterly line to the northwesterly line of
14 Lot 4 of said Subdivision of a Part of the Estate of Ynuario Avila Dec'd;
15 thence southwesterly along said northwesterly line to a line that is
16 parallel with and distant 1239.00 feet easterly, measured at right angles,
17 from the centerline of Alameda Street (96.00 feet wide) as shown on said
18 Tract No. 10151; thence southerly along said parallel line to the
19 southwesterly line of Lot 8 of said Subdivision of a Part of the Estate of
20 Ynuario Avila Dec'd; thence southeasterly along the southwesterly line of
21 Lots 8, 9, 10, 11 and 12 of said Subdivision of a Part of the Estate of
22 Ynuario Avila Dec'd to and along the southwesterly line of Lot 5 of said
23 Tract No. 10151 to the northwesterly line of the land as described in
24 Parcel 1 in the deed to the City of Los Angeles, recorded December 28,
25 1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records
26 of said County; thence northeasterly and northerly along said
27 northwesterly line to the most southerly corner of said hereinabove first
28 mentioned deed to the City of Los Angeles; thence northerly and
29 northwesterly along the northwesterly lines of said hereinabove first
30 mentioned deed to the City of Los Angeles to the point of beginning.

31 PARCEL 2

32 Those portions of Tract No. 10151, in the City of Los Angeles, in the
County of Los Angeles, State of California, as per map recorded in Book
157, Pages 45 to 47 inclusive of Maps, in the office of the County
Recorder of said County, together with those portions of the "Subdivision
of a Part of the Estate of Ynuario Avila Dec'd" in said City, County and
State, as per map recorded in Book 34, Page 90 of Miscellaneous Records,
in said Recorder's Office and together with those portions of the Peschke
Tract in said City, County and State, as per map recorded in Book 31,
Page 45 of Miscellaneous Records, in said Recorder's Office, described as
a whole as follows:

Beginning at a point in the southwesterly line of Macy Street (80.00 feet
wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet
from the most northerly corner of Lot "B" of said Tract No. 10151, said
point also being the most northerly corner of the land as described in the
deed to the City of Los Angeles, recorded August 28, 1936, as Instrument
No. 5, in Book 14393, Page 61 of Official Records of said County; thence
northwesterly along said southwesterly line to the northwesterly line of
Lot 4 of said Subdivision of a Part of the Estate of Ynuario Avila Dec'd;
thence southwesterly along said northwesterly line to a line that is
parallel with and distant 1239.00 feet easterly, measured at right angles,
from the centerline of Alameda Street (96.00 feet wide) as shown on said
Tract No. 10151; thence southerly along said parallel line to the
southwesterly line of Lot 8 of said Subdivision of a Part of the Estate of
Ynuario Avila Dec'd; thence southeasterly along the southwesterly line of
Lots 8, 9, 10, 11 and 12 of said Subdivision of a Part of the Estate of
Ynuario Avila Dec'd to and along the southwesterly line of Lot 5 of said
Tract No. 10151 to the northwesterly line of the land as described in

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April 2, 1992

1 CATELLUS GRANT TO SCRID (CONTINUED)

2 Parcel 1 in the deed to the City of Los Angeles recorded December 28,
3 1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records
4 of said County; thence northeasterly and northerly along said
5 northwesterly line to the most southerly corner of said hereinabove first
6 mentioned deed to the City of Los Angeles; thence northerly and
7 northwesterly along the northwesterly lines of said hereinabove first
8 mentioned deed to the City of Los Angeles to the point of beginning.

9 PARCEL 3:

10 Those portions of the Subdivision of the Aliso Tract, in the City of Los
11 Angeles, County of Los Angeles, State of California, as per map recorded
12 in Book 4 Pages 12 and 13 of Maps, in the office of the County Recorder of
13 said County, together with those portions of the City Lands, in said City,
14 County and State, as map recorded in Book 2 Pages 504 and 505 of
15 Miscellaneous Records, in said Recorder's Office, described as a whole as
16 follows:

17 Beginning at the intersection of the westerly continuation of the
18 northerly line of the land as described in Parcel No. 71779-1, in the
19 Final Order of Condemnation entered in Los Angeles County Superior Court
20 Case No. C447627, a certified copy of which was recorded March 29, 1988 as
21 Document No. 88-422827 of Official Records of said County, with the
22 westerly line of the land as described in the deed to the City of Los
23 Angeles recorded April 12, 1937 as Instrument No. 1137 in Book 14861 Page
24 261 of Official Records of said County; thence along said westerly line
25 and its prolongation thereof, North 08° 49' 27" East 79.12 feet to the
26 easterly line of the land as described in Parcel "A", in the City of Los
27 Angeles, Ordinance No. 87046 on file in the Clerk's Office of said City;
28 thence along said easterly line North 14° 46' 41" East 43.20 feet to the
29 most westerly corner of the land as described in Parcel 2, in the deed to
30 the City of Los Angeles recorded December 28, 1945 as Instrument No. 1224
31 in Book 22651 Page 63 of Official Records of said County, said most
32 westerly corner also being a point in the southeasterly line of Lot 4 of
Tract No. 10151, as per map recorded in Book 157 Pages 45 to 47 inclusive
of Maps, in said Recorder's Office; thence along said southeasterly line
North 66° 36' 14" East 57.58 feet to the westerly prolongation of the
southerly line of the land as described in the deed to the City of Los
Angeles, recorded June 27, 1899 as Instrument No. 31 in Book 1253 Page 114
of Deeds, in said Recorder's Office; thence along said prolongation, South
86° 48' 15" East 130.14 feet to the southeast corner of said last
mentioned deed to the City of Los Angeles; thence along the prolongation
of the southeasterly line of said last mentioned deed to the City of Los
Angeles, South 52° 22' 37" West 7.09 feet to the northeasterly
prolongation of the southeasterly line of the land as described in the
deed to the City of Los Angeles, recorded June 27, 1899 as Instrument No.
28 in Book 1298 Page 307 of Deeds, in said Recorder's Office; thence along
said last mentioned southeasterly line and its prolongation thereof,
South 66° 36' 14" West 111.68 feet to the beginning of a tangent curve
concave southeasterly and having a radius of 50.00 feet in the
southeasterly line of the land as described in the Final Order of
Condemnation entered in Los Angeles County Superior Court Case No. 424466,
a certified copy of which was recorded July 27, 1938, as Instrument No.
1058 in Book 15871 Page 393 of Official Records of said County; thence
southwesterly along said curve through a central angle of 57° 46' 47", an
arc distance of 50.42 feet to the point of tangency of the easterly line
of said hereinabove first mentioned deed to the City of Los Angeles;
thence along said easterly line South 08° 49' 27" West 53.83 feet to the
northwest corner of the land as described in Parcel No. 71779-1 in said
hereinabove first mentioned Final Order of Condemnation, said northwest
corner also being a point in a non-tangent curve concave southerly and
having a radius of 4340.00 feet in the northerly line of the land as

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Phone (213) 624-2661

April 2, 1992

1 CATELLUS GRANT TO SCRUD (CONTINUED)

2 described in Parcel No. 71779-1 in said hereinabove first mentioned Final
3 Order of Condemnation, a radial line that bears North $04^{\circ} 42' 15''$ West to
4 said last mentioned point; thence westerly along the continuation of said
last mentioned curve, through a central angle of $00^{\circ} 47' 40''$, an arc
distance of 60.19 feet to the point of beginning.

5 EXCEPT FROM the land described in said parcels 1, 2 and 3, any portions of
6 said parcels outside the total exterior boundaries of the following
described two adjoining parcels of land known as Parcels C and D.

7 PARCEL C

8 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila
9 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of
10 California, as per map recorded in Book 34, Page 90 of Miscellaneous
11 Records, in the office of the County Recorder of said County; those
12 portions of the Peschke Tract, in said City, County and State, as per map
13 recorded in Book 31, Page 45 of said Miscellaneous Records; that portion
of Lot 5 of Tract No. 10151, in said City, County and State, as per map
recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's
Office; and those portions of City Lands, in said City, County and State,
as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous
Records, described as a whole as follows:

14 Commencing at the intersection of the easterly prolongation of the
15 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
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
"South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
18 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
Book 14076, Page 324 of Official Records, in said office of the County
19 Recorder; thence along a westerly and 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 to
20 the TRUE POINT OF BEGINNING; thence along a line parallel with the
centerline of Alameda Street, 96 feet wide, as shown on the map of said
21 Tract No. 10151, South $10^{\circ} 01' 01''$ West 240.67 feet; thence South
 $79^{\circ} 58' 59''$ East 45.00 feet; thence South $10^{\circ} 01' 01''$ West 45.00 feet;
22 thence South $79^{\circ} 58' 59''$ East 150.00 feet; thence North $10^{\circ} 01' 01''$ East
13.75 feet; thence South $79^{\circ} 58' 59''$ East 109.89 feet to a point in the
23 westerly line of the land as described in Parcel 1 of the deed to the City
of Los Angeles recorded December 28, 1945, in Book 22651, Page 63 of
24 Official Records, in said office of the County Recorder being a curve
concave westerly and having a radius of 1000.00 feet, a radial of said
25 curve to said point having a bearing of South $65^{\circ} 11' 07''$ East; thence
northerly along said curve, through a central angle of $05^{\circ} 58' 02''$ an arc
26 distance of 104.15 feet to the northerly terminus of said curve at the
most southerly corner of the land as described in the deed to the City of
27 Los Angeles recorded August 28, 1936, in Book 14393, Page 61 of said
Official Records; thence along the northwesterly lines of said last
28 mentioned deed North $18^{\circ} 50' 51''$ East 120.96 feet and North $26^{\circ} 09' 18''$
West 14.14 feet to a point in the westerly prolongation of the northerly
29 line of Lot "B" of said Tract No. 10151 distant 23.18 feet westerly along
said prolongation, from the northwesterly corner of said Lot "B"; thence
30 along said prolongation North $71^{\circ} 09' 27''$ West 121.02 feet to the
southeasterly line of Lot 1 of said Subdivision of a Part of the Estate of
31 Ynuario Avila Dec'd; thence along said southeasterly line North $27^{\circ} 03'$
 $23''$ East 20.44 feet to the northeasterly corner of said Lot 1; thence
32 along the northerly line of Lots 1 to 5 of said Subdivision of a Part of
the Estate of Ynuario Avila Dec'd North $71^{\circ} 09' 27''$ West 225.50 feet to an
intersection with the northerly prolongation of that certain course
described above as having a bearing and distance of "South $10^{\circ} 01' 01''$

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April 2, 1992

1 CATELLUS GRANT TO SCRITD (CONTINUED)

2 West 240.67 feet"; thence along said prolongation South 10° 01' 01" West
3 33.63 feet to the TRUE POINT OF BEGINNING.

4 PARCEL D

5 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila
6 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of
7 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,
8 in the office of the County Recorder of said County; those portions of Lots 4
9 and 5 of Tract No. 10151, in said City, County and State, as per map recorded
10 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;
11 those portions of Block "D" of the Subdivision of the Aliso Tract, in said
12 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said
13 Miscellaneous Records; those portions of the Subdivision of the Ballesteros
14 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,
15 Pages 505 and 506 of said Miscellaneous Records; and those portions of City
16 Lands, in said City, County and State, as per map recorded in Book 2, Pages
17 504 and 505 of said Miscellaneous Records, described as a whole as follows:

18 Commencing at the intersection of the easterly prolongation of the southerly
19 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,
20 60 feet wide, as shown on the map of said Tract No. 10151; thence along said
21 prolongation South 71° 09' 27" East 39.24 feet to the northerly terminus of
22 that certain course having a bearing and distance of "South 18° 56' 50" West
23 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the
24 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of
25 Official Records, in said office of the County Recorder; thence along a
26 westerly and southerly lines of said Parcel 3 South 18° 50' 33" West 3.00 feet
27 and South 71° 09' 27" East 10.86 feet; thence along a line parallel with the
28 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract
29 No. 10151, South 10° 01' 01" West 240.67 feet; thence South 79° 58' 59" East
30 45.00 feet; thence South 10° 01' 01" West 45.00 feet to the TRUE POINT OF
31 BEGINNING; thence continuing South 10° 01' 01" West 92.50 feet; thence North
32 79° 58' 59" West 19.25 feet to the beginning of a tangent curve concave
southeasterly and having a radius of 80.00 feet; thence southwesterly along
said curve through a central angle of 47° 25' 50" an arc distance of 66.23
feet to a line parallel with and distant 58.92 feet westerly, measured at
right angles, from the southerly prolongation of that certain course
described above as having a bearing and distance of "South 10° 01' 01"
West 92.50 feet"; thence along said parallel line South 10° 01' 01" West
108.24 feet to the beginning of a non-tangent curve concave northeasterly
and having a radius of 80.00 feet, said curve being tangent at its
easterly terminus to a line parallel with and distant 160.00 feet
southerly, measured along said last mentioned southerly prolongation, from
that certain course described above as having a bearing and distance of
"North 79° 58' 59" West 19.25 feet", said easterly terminus being distant
19.25 feet westerly along said parallel line from the intersection of said
parallel line with said southerly prolongation; thence southeasterly
along said last mentioned curve through a central angle of 47° 25' 50" an
arc distance of 66.23 feet to said easterly terminus; thence tangent to
said curve along said last mentioned parallel line South 79° 58' 59" East
19.25 feet to said southerly prolongation; thence continuing along said
southerly prolongation South 10° 01' 01" West 364.33 feet; thence South
79° 58' 59" East 150.00 feet; thence North 10° 01' 01" East 616.83 feet
to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING;
thence along said last mentioned line North 79° 58' 59" West 150.00 feet
to the TRUE POINT OF BEGINNING.

31 Containing 3.748 acres total.

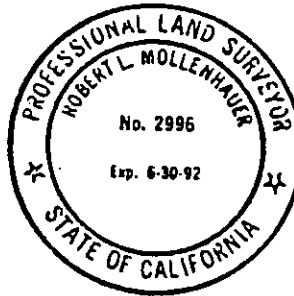
32 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
PAGE 5 of 6 JOB 15861

April 2, 1992

1 CATELLUS GRANT TO SCRID (CONTINUED)

2 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
3 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

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9 Robert L. Mollenhauer, PLS No. 2996



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THIS DESCRIPTION
PREPARED BY WRS
CHECKED RTG/LLM
TYPED GP
COMPASED RTG

SCHEDULE "A-2"

Description of Grantor's Retained Property

[Attach description of all Catellus Property excepting therefrom that
which is within the total exterior boundaries of Parcels C and D]

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9

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April 2, 1992

PARCEL 1

GRANTOR'S RETAINED PROPERTY

1 Those portions of Tract No. 10151, in the City of Los Angeles, in the
2 County of Los Angeles, State of California, as per map recorded in Book
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County
4 Recorder of said County, together with those portions of the "Subdivision
5 of a Part of the Estate of Ynuario Avila Dec'd" in said City, County and
6 State, as per map recorded in Book 34, Page 90 of Miscellaneous Records,
7 in said Recorder's Office, together with those portions of Peschke Tract
8 in said City, County and State, as per map recorded in Book 31 Page 45 of
9 Miscellaneous Records in said Recorder's Office, together with those
10 portions of the "Subdivision of the Aliso Tract", in said City, County and
11 State, as per map recorded in Book 4, Pages 12 and 13 of Miscellaneous
12 Records, in said Recorder's Office, and together with those portions of
13 City Lands of Los Angeles, in said City, County and State, as shown on map
14 recorded in Book 2, Pages 504 and 505 of Miscellaneous Records, in said
15 Recorder's Office, described as a whole as follows:

16 Beginning at a point in the southwesterly line of Macy Street (80.00 feet
17 wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet
18 from the most northerly corner of Lot "B" of said Tract No. 10151, said
19 point also being the most northerly corner of the land as described in the
20 deed to the City of Los Angeles, recorded August 28, 1936, as Instrument
21 No. 5, in Book 14393, Page 61 of Official Records of said County; thence
22 northwesterly along said southwesterly line and its northwesterly
23 prolongation to the easterly line of Lot 1 of said Subdivision of a Part
24 of the Estate of Ynuario Avila Dec'd; thence northerly along said easterly
25 line to the northeast corner of said Lot 1; thence westerly along the
26 northerly lines of Lots 1 to 5 inclusive of said Subdivision of a Part of
27 the Estate of Ynuario Avila Dec'd and its prolongation thereof to the
28 northwest corner of said Lot 5; thence southerly along the westerly line
29 of said Lot 5 to the southeasterly prolongation of the northeasterly line
30 of Lot "A" of said Tract No. 10151; thence northwesterly along said
31 prolongation to the centerline of Avila Street (60.00 feet wide) as shown
32 on said Tract No. 10151; thence southwesterly along said centerline and
its southwesterly prolongation to the easterly prolongation of the most
northerly line of Lot 4 of said Tract No. 10151, shown on the map of said
Tract as having a bearing and distance of "North 70° 32' 30" West 37.76
feet"; thence westerly along said last mentioned prolongation and said
most northerly line to the westerly terminus of said most northerly line;
thence southerly along the westerly lines of said Lot 4 and along the
southerly prolongation of the most southerly west line of said Lot 4 to an
intersection with that certain curve in the northerly boundary of the land
described in Parcel 71955-1 (Amended) in the Final Order of Condemnation
entered in the Los Angeles County Superior Court Case No. C416021, a
certified copy of which was recorded March 11, 1987, as Instrument No.
87-366265 of Official Records of said County, having a radius of 4330.00
and being concave southerly; thence easterly along said curve to the
westerly line of the land as described in the deed to the City of Los
Angeles, recorded April 12, 1937, as Instrument No. 1137, in Book 14861,
Page 261 of Official Records of said County; thence northerly along said
westerly line and its prolongation thereof to the easterly line of the
land as described in Parcel "A" in the City of Los Angeles Ordinance No.
87046 on file in the Clerk's Office of said City; thence northerly along
said easterly line to the most westerly corner of the land as described in
Parcel 2 in the deed to the City of Los Angeles, recorded December 28,
1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records
of said County; thence northeasterly along the northwesterly line of the
land as described in Parcel 2 in said last mentioned deed to the City of
Los Angeles to the most northerly corner thereof; thence northeasterly
along the continuation of said last mentioned northwesterly line to the
most westerly corner of the land as described in Parcel 1 in said last
mentioned deed to the City of Los Angeles; thence northwesterly and
northerly along the northwesterly line of the land as described in Parcel
1 in said last mentioned deed to the City of Los Angeles to the most
southerly corner of said hereinabove first mentioned deed to the City of

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April 2, 1992

1 GRANTOR'S RETAINED PROPERTY (continued)

2 Los Angeles; thence northerly and northwesterly along the northwesterly
3 lines of said hereinabove first mentioned deed to the City of Los Angeles,
4 to the point of beginning.

5 EXCEPT THEREFROM that portion of said land within the following described
6 property:

7 Beginning at a point in the southwesterly line of Macy Street (80.00 feet
8 wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet
9 from the most northerly corner of Lot "B" of said Tract No. 10151, said
10 point also being the most northerly corner of the land as described in the
11 deed to the City of Los Angeles, recorded August 28, 1936, as Instrument
12 No. 5, in Book 14393, Page 61 of Official Records of said County; thence
13 northwesterly along said southwesterly line to the northwesterly line of
14 Lot 4 of said Subdivision of a Part of the Estate of Ynuario Avila Dec'd;
15 thence southwesterly along said northwesterly line to a line that is
16 parallel with and distant 1239.00 feet easterly, measured at right angles,
17 from the centerline of Alameda Street (96.00 feet wide) as shown on said
18 Tract No. 10151; thence southerly along said parallel line to the
19 southwesterly line of Lot 8 of said Subdivision of a Part of the Estate of
20 Ynuario Avila Dec'd; thence southeasterly along the southwesterly line of
21 Lots 8, 9, 10, 11 and 12 of said Subdivision of a Part of the Estate of
22 Ynuario Avila Dec'd to and along the southwesterly line of Lot 5 of said
23 Tract No. 10151 to the northwesterly line of the land as described in
24 Parcel 1 in the deed to the City of Los Angeles, recorded December 28,
25 1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records
26 of said County; thence northeasterly and northerly along said
27 northwesterly line to the most southerly corner of said hereinabove first
28 mentioned deed to the City of Los Angeles; thence northerly and
29 northwesterly along the northwesterly lines of said hereinabove first
30 mentioned deed to the City of Los Angeles to the point of beginning.

31 PARCEL 2

32 Those portions of Tract No. 10151, in the City of Los Angeles, in the
County of Los Angeles, State of California, as per map recorded in Book
157, Pages 45 to 47 inclusive of Maps, in the office of the County
Recorder of said County, together with those portions of the "Subdivision
of a Part of the Estate of Ynuario Avila Dec'd" in said City, County and
State, as per map recorded in Book 34, Page 90 of Miscellaneous Records,
in said Recorder's Office and together with those portions of the Peschke
Tract in said City, County and State, as per map recorded in Book 31,
Page 45 of Miscellaneous Records, in said Recorder's Office, described as
a whole as follows:

Beginning at a point in the southwesterly line of Macy Street (80.00 feet
wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet
from the most northerly corner of Lot "B" of said Tract No. 10151, said
point also being the most northerly corner of the land as described in the
deed to the City of Los Angeles, recorded August 28, 1936, as Instrument
No. 5, in Book 14393, Page 61 of Official Records of said County; thence
northwesterly along said southwesterly line to the northwesterly line of
Lot 4 of said Subdivision of a Part of the Estate of Ynuario Avila Dec'd;
thence southwesterly along said northwesterly line to a line that is
parallel with and distant 1239.00 feet easterly, measured at right angles,
from the centerline of Alameda Street (96.00 feet wide) as shown on said
Tract No. 10151; thence southerly along said parallel line to the
southwesterly line of Lot 8 of said Subdivision of a Part of the Estate of
Ynuario Avila Dec'd; thence southeasterly along the southwesterly line of
Lots 8, 9, 10, 11 and 12 of said Subdivision of a Part of the Estate of
Ynuario Avila Dec'd to and along the southwesterly line of Lot 5 of said
Tract No. 10151 to the northwesterly line of the land as described in

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April 2, 1992

1 GRANTOR'S RETAINED PROPERTY (continued)

2 Parcel 1 in the deed to the City of Los Angeles recorded December 28,
3 1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records
4 of said County; thence northeasterly and northerly along said
5 northwesterly line to the most southerly corner of said hereinabove first
6 mentioned deed to the City of Los Angeles; thence northerly and
7 northwesterly along the northwesterly lines of said hereinabove first
8 mentioned deed to the City of Los Angeles to the point of beginning.

9 PARCEL 3:

10 Those portions of the Subdivision of the Aliso Tract, in the City of Los
11 Angeles, County of Los Angeles, State of California, as per map recorded
12 in Book 4 Pages 12 and 13 of Maps, in the office of the County Recorder of
13 said County, together with those portions of the City Lands, in said City,
14 County and State, as map recorded in Book 2 Pages 504 and 505 of
15 Miscellaneous Records, in said Recorder's Office, described as a whole as
16 follows:

17 Beginning at the intersection of the westerly continuation of the
18 northerly line of the land as described in Parcel No. 71779-1, in the
19 Final Order of Condemnation entered in Los Angeles County Superior Court
20 Case No. C447627, a certified copy of which was recorded March 29, 1988 as
21 Document No. 88-422827 of Official Records of said County, with the
22 westerly line of the land as described in the deed to the City of Los
23 Angeles recorded April 12, 1937 as Instrument No. 1137 in Book 14861 Page
24 261 of Official Records of said County; thence along said westerly line
25 and its prolongation thereof, North 08° 49' 27" East 79.12 feet to the
26 easterly line of the land as described in Parcel "A", in the City of Los
27 Angeles, Ordinance No. 87046 on file in the Clerk's Office of said City;
28 thence along said easterly line North 14° 46' 41" East 43.20 feet to the
29 most westerly corner of the land as described in Parcel 2, in the deed to
30 the City of Los Angeles recorded December 28, 1945 as Instrument No. 1224
31 in Book 22651 Page 63 of Official Records of said County, said most
32 westerly corner also being a point in the southeasterly line of Lot 4 of
Tract No. 10151, as per map recorded in Book 157 Pages 45 to 47 inclusive
of Maps, in said Recorder's Office; thence along said southeasterly line
North 66° 36' 14" East 57.58 feet to the westerly prolongation of the
southerly line of the land as described in the deed to the City of Los
Angeles, recorded June 27, 1899 as Instrument No. 31 in Book 1253 Page 114
of Deeds, in said Recorder's Office; thence along said prolongation, South
86° 48' 15" East 130.14 feet to the southeast corner of said last
mentioned deed to the City of Los Angeles; thence along the prolongation
of the southeasterly line of said last mentioned deed to the City of Los
Angeles, South 52° 22' 37" West 7.09 feet to the northeasterly
prolongation of the southeasterly line of the land as described in the
deed to the City of Los Angeles, recorded June 27, 1899 as Instrument No.
28 in Book 1298 Page 307 of Deeds, in said Recorder's Office; thence along
said last mentioned southeasterly line and its prolongation thereof,
South 66° 36' 14" West 111.68 feet to the beginning of a tangent curve
concave southeasterly and having a radius of 50.00 feet in the
southeasterly line of the land as described in the Final Order of
Condemnation entered in Los Angeles County Superior Court Case No. 424466,
a certified copy of which was recorded July 27, 1938, as Instrument No.
1058 in Book 15871 Page 393 of Official Records of said County; thence
southwesterly along said curve through a central angle of 57° 46' 47", an
arc distance of 50.42 feet to the point of tangency of the easterly line
of said hereinabove first mentioned deed to the City of Los Angeles;
thence along said easterly line South 08° 49' 27" West 53.83 feet to the
northwest corner of the land as described in Parcel No. 71779-1 in said
hereinabove first mentioned Final Order of Condemnation, said northwest
corner also being a point in a non-tangent curve concave southerly and
having a radius of 4340.00 feet in the northerly line of the land as

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April 2, 1992

1 GRANTOR'S RETAINED PROPERTY (continued)

2 described in Parcel No. 71779-1 in said hereinabove first mentioned Final
3 Order of Condemnation, a radial line that bears North $04^{\circ} 42' 15''$ West to
4 said last mentioned point; thence westerly along the continuation of said
last mentioned curve, through a central angle of $00^{\circ} 47' 40''$, an arc
distance of 60.19 feet to the point of beginning.

5 EXCEPT FROM the land described in said parcels 1, 2 and 3, any portions of
6 said parcels within the total exterior boundaries of the following
described two adjoining parcels of land known as Parcels C and D.

7 PARCEL C

8 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila
9 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of
10 California, as per map recorded in Book 34, Page 90 of Miscellaneous
11 Records, in the office of the County Recorder of said County; those
12 portions of the Peschke Tract, in said City, County and State, as per map
13 recorded in Book 31, Page 45 of said Miscellaneous Records; that portion
of Lot 5 of Tract No. 10151, in said City, County and State, as per map
recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's
Office; and those portions of City Lands, in said City, County and State,
as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous
Records, described as a whole as follows:

14 Commencing at the intersection of the easterly prolongation of the
15 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
16 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
17 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
18 northerly terminus of that certain course having a bearing and distance of
19 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
20 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
21 Book 14076, Page 324 of Official Records, in said office of the County
22 Recorder; thence along a westerly and southerly lines of said Parcel 3
23 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet to
24 the TRUE POINT OF BEGINNING; thence along a line parallel with the
25 centerline of Alameda Street, 96 feet wide, as shown on the map of said
26 Tract No. 10151, South $10^{\circ} 01' 01''$ West 240.67 feet; thence South
27 $79^{\circ} 58' 59''$ East 45.00 feet; thence South $10^{\circ} 01' 01''$ West 45.00 feet;
28 thence South $79^{\circ} 58' 59''$ East 150.00 feet; thence North $10^{\circ} 01' 01''$ East
29 13.75 feet; thence South $79^{\circ} 58' 59''$ East 109.89 feet to a point in the
30 westerly line of the land as described in Parcel 1 of the deed to the City
31 of Los Angeles recorded December 28, 1945, in Book 22651, Page 63 of
32 Official Records, in said office of the County Recorder being a curve
concave westerly and having a radius of 1000.00 feet, a radial of said
curve to said point having a bearing of South $65^{\circ} 11' 07''$ East; thence
northerly along said curve, through a central angle of $05^{\circ} 58' 02''$ an arc
distance of 104.15 feet to the northerly terminus of said curve at the
most southerly corner of the land as described in the deed to the City of
Los Angeles recorded August 28, 1936, in Book 14393, Page 61 of said
Official Records; thence along the northwesterly lines of said last
mentioned deed North $18^{\circ} 50' 51''$ East 120.96 feet and North $26^{\circ} 09' 18''$
West 14.14 feet to a point in the westerly prolongation of the northerly
line of Lot "B" of said Tract No. 10151 distant 23.18 feet westerly along
said prolongation, from the northwesterly corner of said Lot "B"; thence
along said prolongation North $71^{\circ} 09' 27''$ West 121.02 feet to the
southeasterly line of Lot 1 of said Subdivision of a Part of the Estate of
Ynuario Avila Dec'd; thence along said southeasterly line North $27^{\circ} 03'$
 $23''$ East 20.44 feet to the northeasterly corner of said Lot 1; thence
along the northerly line of Lots 1 to 5 of said Subdivision of a Part of
the Estate of Ynuario Avila Dec'd North $71^{\circ} 09' 27''$ West 225.50 feet to an
intersection with the northerly prolongation of that certain course
described above as having a bearing and distance of "South $10^{\circ} 01' 01''$

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April 2, 1992

1 GRANTOR'S RETAINED PROPERTY (continued)

2 West 240.67 feet"; thence along said prolongation South 10° 01' 01" West
3 33.63 feet to the TRUE POINT OF BEGINNING.

4 PARCEL D

5 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila
6 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of
7 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,
8 in the office of the County Recorder of said County; those portions of Lots 4
9 and 5 of Tract No. 10151, in said City, County and State, as per map recorded
10 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;
11 those portions of Block "D" of the Subdivision of the Aliso Tract, in said
12 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said
13 Miscellaneous Records; those portions of the Subdivision of the Ballesteros
14 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,
15 Pages 505 and 506 of said Miscellaneous Records; and those portions of City
16 Lands, in said City, County and State, as per map recorded in Book 2, Pages
17 504 and 505 of said Miscellaneous Records, described as a whole as follows:

18 Commencing at the intersection of the easterly prolongation of the southerly
19 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,
20 60 feet wide, as shown on the map of said Tract No. 10151; thence along said
21 prolongation South 71° 09' 27" East 39.24 feet to the northerly terminus of
22 that certain course having a bearing and distance of "South 18° 56' 50" West
23 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the
24 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of
25 Official Records, in said office of the County Recorder; thence along a
26 westerly and southerly lines of said Parcel 3 South 18° 50' 33" West 3.00 feet
27 and South 71° 09' 27" East 10.86 feet; thence along a line parallel with the
28 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract
29 No. 10151, South 10° 01' 01" West 240.67 feet; thence South 79° 58' 59" East
30 45.00 feet; thence South 10° 01' 01" West 45.00 feet to the TRUE POINT OF
31 BEGINNING; thence continuing South 10° 01' 01" West 92.50 feet; thence North
32 79° 58' 59" West 19.25 feet to the beginning of a tangent curve concave
southeasterly and having a radius of 80.00 feet; thence southwesterly along
said curve through a central angle of 47° 25' 50" an arc distance of 66.23
feet to a line parallel with and distant 58.92 feet westerly, measured at
right angles, from the southerly prolongation of that certain course
described above as having a bearing and distance of "South 10° 01' 01"
West 92.50 feet"; thence along said parallel line South 10° 01' 01" West
108.24 feet to the beginning of a non-tangent curve concave northeasterly
and having a radius of 80.00 feet, said curve being tangent at its
easterly terminus to a line parallel with and distant 160.00 feet
southerly, measured along said last mentioned southerly prolongation, from
that certain course described above as having a bearing and distance of
"North 79° 58' 59" West 19.25 feet", said easterly terminus being distant
19.25 feet westerly along said parallel line from the intersection of said
parallel line with said southerly prolongation; thence southeasterly
along said last mentioned curve through a central angle of 47° 25' 50" an
arc distance of 66.23 feet to said easterly terminus; thence tangent to
said curve along said last mentioned parallel line South 79° 58' 59" East
19.25 feet to said southerly prolongation; thence continuing along said
southerly prolongation South 10° 01' 01" West 364.33 feet; thence South
79° 58' 59" East 150.00 feet; thence North 10° 01' 01" East 616.83 feet
to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING;
thence along said last mentioned line North 79° 58' 59" West 150.00 feet
to the TRUE POINT OF BEGINNING.

NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
PAGE 5 of 6 JOB 15861

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

April 2, 1992

1 GRANTOR'S RETAINED PROPERTY (continued)

2 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
3 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

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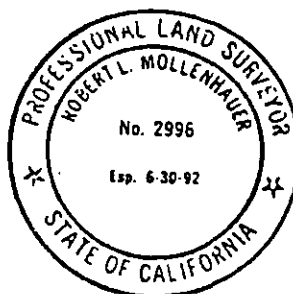
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32


Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION
PREPARED BY WRS
CHECKED MBLLM
TYPED GD
COMPARED MB

SCHEDULE "A-3"

Description of Grantee's Property

[Attach description of Parcels C and D]

058995-004-012
06-30-92/0346c

-6-

RTD/CATELLUS
C-R Grant Deed

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

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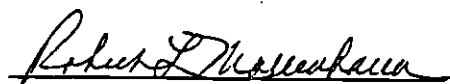
Revised March 6, 1992

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° 68' 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, PLS No. 2996



THIS DESCRIPTION
PREPARED BY WRLS
CHECKED WRLS
TYPED WRLS
COMPARED WRLS

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 Ynario 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 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



THIS DESCRIPTION
PREPARED BY WML
CHECKED WML
TYPED WML
COMPARED WML

SCHEDULE "A-4"

Description of Grantor's Property

[Attach description of Parcels A and B]

MOLLENHAUER, HIGASHI & MOORE, INC. [5]

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised March 6, 1992

PARCEL A AFTER ADJUSTMENT

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

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

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Revised March 6, 1992

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

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LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

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Revised March 6, 1992

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

MOLLENHAUER, HIGASHI & MOORE, INC.

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411 West Fifth Street, Los Angeles, California 90013

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Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)
2 prolongation South $10^{\circ} 01' 01''$ West 33.63 feet to said TRUE POINT OF
3 BEGINNING.

4
5 Containing 214,037 square feet
6
7

8 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
9 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
10 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.
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21 *Robert L. Mollenhauer*
22

23 Robert L. Mollenhauer, PLS No. 2996
24
25
26
27
28
29

30 THIS DESCRIPTION
PREPARED BY LMH
31 CHECKED LMH
TYPED LMH
32 COMPARED LMH

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

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

Revised June 16, 1992

PARCEL B AFTER ADJUSTMENT (CONTINUED)

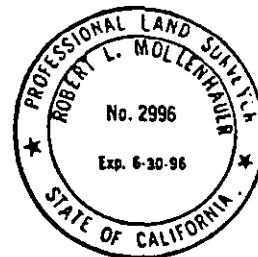
1 being a curve concave westerly and having a radius of 1000.00 feet, a
2 radial of said curve to said point having a bearing of South 65° 11' 07"
3 East; thence southerly along said curve, through a central angle of 04°
4 46' 57" an arc distance of 83.47 feet to an intersection with a line
5 parallel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

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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.
18
19
20



21
22 Robert L. Mollenhauer
23
24
25
26
27 Robert L. Mollenhauer, PLS No. 2996

28
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31
32

THIS DESCRIPTION
PREPARED BY RLM
CHECKED MTM
TYPED JD
COMPARED MTM

SCHEDULE "A-5"

Service Access Easement Area

[Attach Mollenhauer description labeled "Service Drive for Catellus"]

MOLLENHAUER, HIGASHI & MOORE, INC.

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

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° 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

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SERVICE DRIVE FOR CAPELLUS (CONTINUED)

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

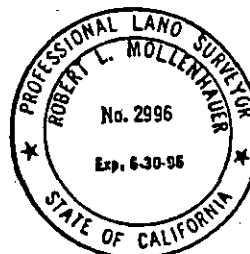
The above described parcel of land being an airspace parcel the upper and lower limits of which are planes having elevations as shown by Upper Elevation and Lower Elevation, respectively, as shown on EXHIBIT "A" attached hereto and made a part hereof, based on City of Los Angeles Bench Mark No. 12-04270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

Containing 5,149 square feet.

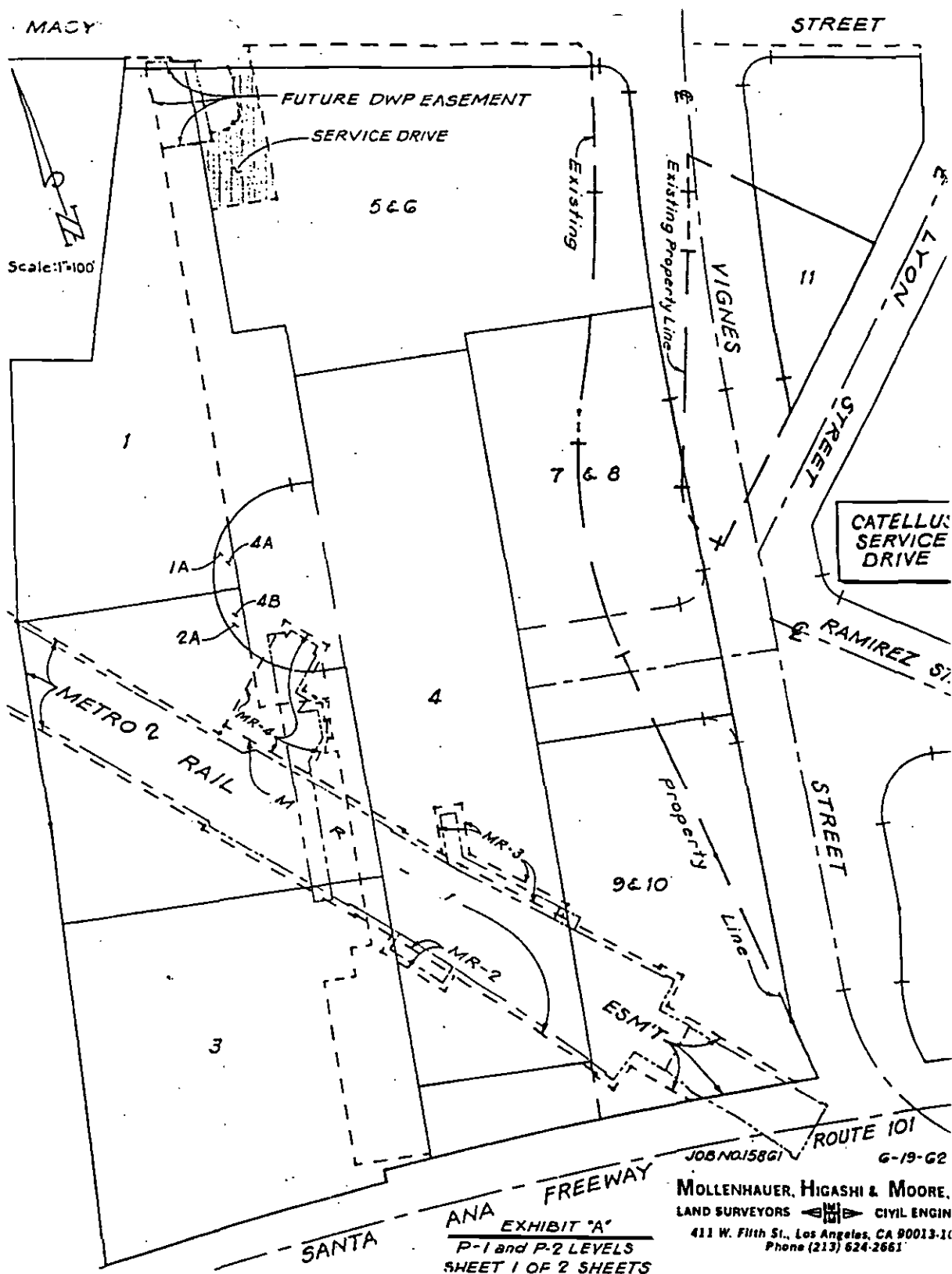
NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.



Robert L. Mollenhauer, PLS No. 2996



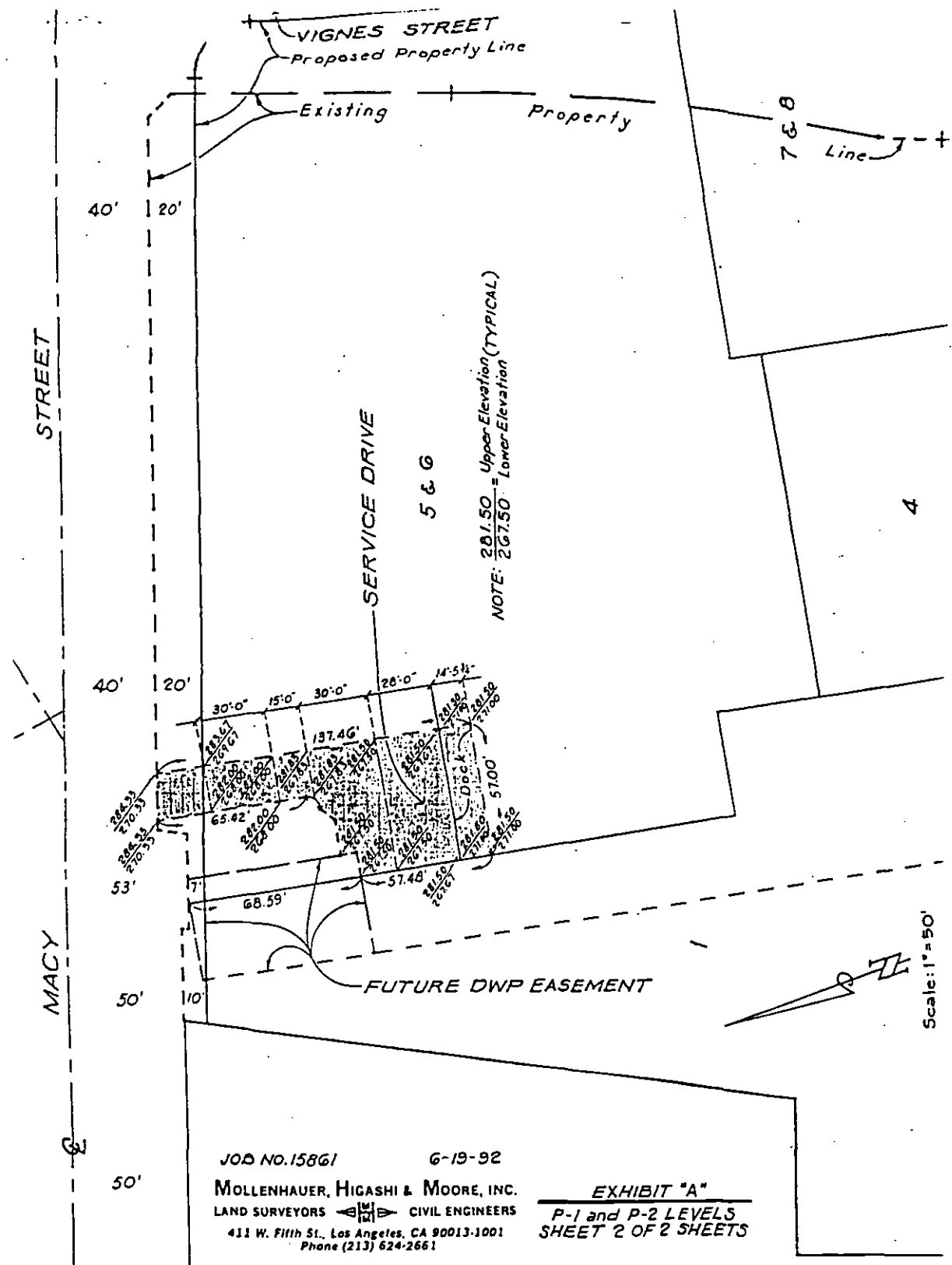
THIS DESCRIPTION
PREPARED BY 2/11/92
CHECKED MEJ/CLM
TYPED MEJ
COMPARED MEJ/CLM



JOB NO. 15861 6-19-62

MOLLENHAUER, HIGASHI & MOORE,
 LAND SURVEYORS  CIVIL ENGINEERS
 411 W. Fifth St., Los Angeles, CA 90013-10
 Phone (213) 624-2661

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



JOB NO. 15861 6-19-92
MOLLENHAUER, HIGASHI & MOORE, INC.
 LAND SURVEYORS CIVIL ENGINEERS
 411 W. Fifth St., Los Angeles, CA 90013-1001
 Phone (213) 624-2661

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

SCHEDULE "B-1"

Grantee Easements

Pursuant to the Corporation Grant Deed to which this Schedule is attached, Grantor is granting to Grantee the following non-exclusive surface and subterranean easements over Grantor's Retained Property in common with Grantor and Grantor's successors and assigns:

(a) an easement for vehicular ingress, egress and passage from Grantee's Property over the roadways, driveways, entrances, exits, ramps, and such other facilities as are designed for such use, constructed or to be constructed on Grantor's Retained Property, including, without limitation, the right for passage of Grantee's public transportation vehicles on a regularly scheduled basis;

(b) an easement for pedestrian ingress, egress, passage and accommodations from Grantee's Property over the sidewalks, plaza areas, malls, bridges, walkways, stairways, elevators, escalators, and such other facilities as are designed for such use, constructed or to be constructed on Grantor's Retained Property;

(c) an easement for the construction, installation, operation, maintenance, repair, removal and replacement of utility and service lines and systems, including, without limitation, air conditioning and heating ducts and equipment, sewers, water pipes and other plumbing systems, gas pipes and systems, drainage lines and systems, electrical power conduits, lines, cables and wires, cable television lines, microwave communication systems, telephone conduits, lines and wires, security lines and systems and teleconferencing systems; and

(d) an easement for installing and maintaining vertical and horizontal support to all structural members, bearing walls, footings, foundations, columns and beams which are a part of improvements constructed on Grantee's Property.

Grantor shall have the right to create, relocate, alter or eliminate any such driveways, roadways, ramps, sidewalks or other facilities constructed or to be constructed on Grantor's Retained Property and included in the aforesaid easements, provided that reasonably comparable vehicular and pedestrian access to the Grantee's Property is maintained.

SCHEDULE "B-2"

Grantor Easements

Pursuant to the Corporation Grant Deed to which this Schedule is attached, Grantor is reserving for itself the following non-exclusive surface and subterranean easements over the Conveyed Property in common with Grantee and Grantee's successors and assigns:

(a) an easement for vehicular ingress, egress and passage from Grantor's Property over the roadways, driveways, entrances, exits, ramps, and such other facilities as are designed for such use, constructed or to be constructed on the Conveyed Property;

(b) an easement for pedestrian ingress, egress, passage and accommodations from Grantor's Property over the sidewalks, plaza areas, malls, bridges, walkways, stairways, elevators, escalators, and such other facilities as are designed for such use, constructed or to be constructed on the Conveyed Property;

(c) an easement for service access over the area described on Schedule "A-5" attached to the Corporation Grant Deed to which this Schedule is attached and incorporated in such Corporation Grant Deed by this reference;

(d) an easement for the construction, installation, operation, maintenance, repair, removal and replacement of utility and service lines and systems, including, without limitation, air conditioning and heating ducts and equipment, sewers, water pipes and other plumbing systems, gas pipes and systems, drainage lines and systems, electrical power conduits, lines, cables and wires, cable television lines, microwave communication systems, telephone conduits, lines and wires, security lines and systems and teleconferencing systems; and

(e) an easement for installing and maintaining vertical and horizontal support to all structural members, bearing walls, footings, foundations, columns and beams which are a part of improvements constructed on Grantor's Property.

Grantee shall have the right to create, relocate, alter or eliminate any such driveways, roadways, ramps, sidewalks or other facilities constructed or to be constructed on the Conveyed Property and included in the aforesaid easements, provided that reasonably comparable vehicular and pedestrian access to the Grantor's Property is maintained.

SCHEDULE "C"

Use Restrictions

No portion of the real property subject to these restrictions shall be used for any purpose other than public transit facilities, parking facilities, government and commercial offices, related retail and commercial business, hotels and ancillary facilities.

CHICAGO TITLE INSURANCE CO.

RECORDING REQUESTED BY :
and when recorded mail to: :

Name Pircher, Nichols & Meeks :
Street 1999 Avenue of the Stars :
Address Suite 2600 :
City Los Angeles, CA 90067 :
Attn: Real Estate Notices :
(DJL 570-2) :

COPY of Document Recorded
92 1231028
Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR - RECORDER/COUNTY CLERK

MAIL TAX STATEMENTS TO

Name Catellus Development Corporation :
Address 800 N. Alameda Street :
City Los Angeles, CA 90012 :
Attn: Ms. Liz Harrison :

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ * _____.

*Please see documentary transfer tax affidavit filed concurrently herewith.

- () computed on full value of property conveyed, or
- () computed on full value less value of liens and encumbrances remaining at time of sale.
- () Unincorporated area: (X) City of Los Angeles, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation organized under the laws of the State of California ("Grantor"), hereby GRANTS to CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("Grantee"), the real property located in the City of Los Angeles, County of Los Angeles, State of California and described on Schedule "A-1", attached hereto and incorporated herein by this reference (the "Conveyed Property") and the non-exclusive easements described on Schedule "B-1", attached hereto and incorporated herein by this reference, (the "Grantee Easements"), over the real property described on Schedule "A-2", attached hereto and incorporated herein by this reference ("Grantor's Retained Property"). Grantor further covenants that Grantor's Retained Property will be subject to the Use Restrictions described on Schedule "C", attached hereto and incorporated herein by this reference (the "Use Restrictions").

The Grantee Easements and the Use Restrictions on Grantor's Retained Property shall be enforceable equitable servitudes upon Grantor's Retained Property, shall be binding upon all of Grantor's Retained Property, each person having or acquiring any right, title or interest in Grantor's Retained Property or any part thereof or any improvements thereon and upon their respective successors and assigns and shall run for the benefit of the property described on Schedule "A-3", attached hereto and incorporated herein by this reference ("Grantee's Property").

The grants made by this Deed are subject to: (a) Grantor's reservation of the non-exclusive easements described on Schedule "B-2" attached hereto (the "Grantor Easements") over the Conveyed Property; (b) the Use Restrictions on the Conveyed Property; (c) all matters of record and other matters known to Grantee as of the date hereof; and (d) the matters in the last paragraph hereof.

The Grantor Easements and Use Restrictions on the Conveyed Property shall be enforceable equitable servitudes upon the Conveyed Property, shall be binding upon all of the Conveyed Property, each person having or acquiring any right, title or interest in the Conveyed Property or any part thereof or any improvements thereon and upon their respective successors and assigns, and shall run for the benefit of the property described on Schedule "A-4".

attached hereto and incorporated herein by this reference ("Grantor's Property").

Notwithstanding anything to the contrary contained herein, the Grantor Easements and the Grantee Easements (collectively "Easements") and the Use Restrictions over the Conveyed Property and Grantor's Retained Property shall terminate, if at all, upon the recording of a Reciprocal Easement and Operating Agreement (the "REOA") executed by the record owners of, and affecting, Grantee's Property and Grantor's Property, which REOA, by its terms, expressly refers to this Deed and establishes easements and use restrictions which expressly supersede and replace such Easements and the Use Restrictions.

Dated: As of June 30, 1992

THE SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT,
a California public corporation

By: Arthur T. Leahy
Name: Arthur T. Leahy
Title: General Manager Pro Tempore

Approved as to Form:

J. L. [Signature]
SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT
General Counsel

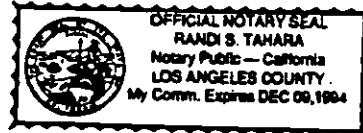
STATE OF CALIFORNIA)
) S.S.
COUNTY OF LOS ANGELES)

On June 30, 1992, before me, a notary public in and for said state, personally appeared ARTHUR T. LEAHY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he or she executed the same in the capacity(ies) indicated at the signature point.

WITNESS my hand and official seal.

Signature Randi S. Tahara
Capacity of Signatory Notary Public

(Seal)



SCHEDULE "A-1"

Description of Conveyed Property

[Attach legal description of all RTD property excepting therefrom
that which is within Parcel D]

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

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116

Revised June 15, 1992

SCRIPED GRANT TO CAPELLUS

1 Those portions of Lots 4 and 5 of Tract No. 10151, in the City of Los
2 Angeles, County of Los Angeles, State of California, as per map recorded
3 in Book 157 Pages 45 to 47 inclusive of Maps, in the office of the County
4 Recorder of said County, together with that portion of Ramirez Street
5 (formerly known as Ramirez Street Extension, 60.00 feet wide) as shown and
6 dedicated on map of Subdivision of a Part of the Estate of Ynuario Avila,
7 Deceased, in said City, County and State, as per map recorded in Book 34
8 Page 90 of Miscellaneous Records, in said Recorder's Office, together with
9 those portions of the Subdivision of the Aliso Tract, in said City, County
10 and State, as per map recorded in Book 4 Pages 12 and 13 of Miscellaneous
11 Records, in said Recorder's Office; together with those portions of the
12 Subdivision of the Ballesteros Vineyard Tract, in said City, County and
13 State, as per map recorded in Book 1 Pages 505 and 506 of Miscellaneous
14 Records, in said Recorder's Office; and together with those portions of
15 City Lands, in said City, County and State, as per map recorded in Book 2
16 Pages 504 and 505 of Miscellaneous Records, in said Recorder's Office,
17 described as a whole as follows:

18 Beginning at the most westerly corner of the land as described in Parcel 2
19 in the deed to the City of Los Angeles, recorded December 28, 1945 as
20 Instrument No. 1224 in Book 22651 Page 63, Official Records of said
21 County, said most westerly corner also being a point in the southeasterly
22 line of Lot 4 of said Tract No. 10151, as per map recorded in Book 157
23 Pages 45 to 47 inclusive of Maps, in said Recorder's Office; thence along
24 said southeasterly line, North $66^{\circ} 36' 14''$ East 57.58 feet to the westerly
25 prolongation of the southerly line of the land as described in the deed to
26 the City of Los Angeles, recorded June 27, 1899 as Instrument No. 31 in
27 Book 1253 Page 114 of Deeds, in said Recorder's Office; thence along said
28 prolongation, South $86^{\circ} 48' 15''$ East 130.14 feet to the southeast corner
29 of said last mentioned deed to the City of Los Angeles; thence along the
30 prolongation of the southeasterly line of said last mentioned deed to the
31 City of Los Angeles, South $52^{\circ} 22' 37''$ West 7.09 feet to the northeasterly
32 prolongation of the southeasterly line of the land as described in the
deed to the City of Los Angeles, recorded June 27, 1899 as Instrument No.
28 in Book 1298 Page 307 of Deeds in said Recorder's Office; thence along
said last mentioned southeasterly line and its prolongations thereof,
South $66^{\circ} 36' 14''$ West 111.68 feet, to the beginning of a tangent curve
concave southeasterly and having a radius of 50.00 feet in the
southeasterly line of the land as described in the Final Order of
Condemnation entered in Los Angeles County Superior Court Case No. 424466,
a certified copy of which was recorded July 27, 1938 as Instrument No. 1058
in Book 15871 Page 393 of Official Records of said County; thence
southwesterly along said curve through central angle of $57^{\circ} 46' 47''$, an
arc distance of 50.42 feet to the point of tangency of the easterly line
of the land as described in the deed to the City of Los Angeles, recorded
April 12, 1937 as Instrument No. 1137 in Book 14861 Page 261 of Official
Records of said County; thence along said easterly line South $08^{\circ} 49' 27''$
West 53.83 feet to the northwest corner of the land as described in Parcel
No. 71779-1 in the Final Order of Condemnation entered in Los Angeles
County, Superior Court Case No. C447627, a certified copy of which was
recorded March 29, 1988 as Document No. 88-422827 of Official Records of
said County, said northwest corner also being a point in a non-tangent
curve concave southerly and having a radius of 4340.00 feet in the
northerly line of the land as described in Parcel No. 71779-1 in said last
mentioned Final Order of Condemnation, a radial line that bears North 04°
 $42' 15''$ West to said last mentioned point; thence easterly along said
curve and its continuations thereof, to and along the northerly line of
the land as described in Parcel No. 71780 (Amended) in said last mentioned
Final Order of Condemnation, through a central angle of $04^{\circ} 13' 44''$, an
arc distance of 320.33 feet to the easterly line of the land as described
in Parcel 1 in the deed to Maier Brewing Co., recorded August 14, 1964 as
Instrument No. 5697 in Book D-2591 Page 55 of Official Records of said
County; thence along the easterly line of said deed to Maier Brewing Co.
and its prolongation thereof, as follows: North $04^{\circ} 59' 28''$ West 209.00

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Revised June 15, 1992

SCRID GRANT TO CAPELLUS (CONTINUED)

1 feet and North $05^{\circ} 09' 09''$ West 187.29 feet to the beginning of a tangent
2 curve concave northeasterly and having a radius of 400.00 feet; thence
3 northwesterly along said last mentioned curve through a central angle of
4 $26^{\circ} 38' 24''$, an arc distance of 185.98 feet; thence tangent to said last
5 mentioned curve, North $12^{\circ} 29' 15''$ East 28.23 feet to the westerly line of
6 the land as described in Parcel 1 in said hereinabove first mentioned deed
7 to the City of Los Angeles; thence along the westerly lines of the land as
8 described in Parcels 1 and 2 in said hereinabove first mentioned deed to
9 the City of Los Angeles and its prolongation thereof as follows:
10 southerly along a non-tangent curve concave westerly and having a radius
11 of 1000.00 feet through a central angle of $11^{\circ} 18' 42''$, an arc distance of
12 197.62 feet and South $40^{\circ} 54' 31''$ West 370.27 feet to the point of
13 beginning.

14 EXCEPTING THEREFROM the interest of the State of California that would
15 pass with legal conveyance of the land as described in Parcel 2 (Amended)
16 in the Final Order of Condemnation entered in Los Angeles County Superior
17 Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in
18 Book 51718, Page 358 of Official Records of said County

19 ALSO EXCEPT THEREFROM any portion of said land within the following
20 described parcel of land known as Parcel D.

21 PARCEL D

22 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila
23 Dec'd. in City of Los Angeles, in the County of Los Angeles, State of
24 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,
25 in the office of the County Recorder of said County; those portions of Lots 4
26 and 5 of Tract No. 10151, in said City, County and State, as per map recorded
27 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;
28 those portions of Block "D" of the Subdivision of the Aliso Tract, in said
29 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said
30 Miscellaneous Records; those portions of the Subdivision of the Ballesteros
31 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,
32 Pages 505 and 506 of said Miscellaneous Records; and those portions of City
33 Lands, in said City, County and State, as per map recorded in Book 2, Pages
34 504 and 505 of said Miscellaneous Records, described as a whole as follows:

35 Commencing at the intersection of the easterly prolongation of the southerly
36 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,
37 60 feet wide, as shown on the map of said Tract No. 10151; thence along said
38 prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the northerly terminus of
39 that certain course having a bearing and distance of "South $18^{\circ} 56' 50''$ West
40 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the
41 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of
42 Official Records, in said office of the County Recorder; thence along a
43 westerly and southerly lines of said Parcel 3 South $18^{\circ} 50' 33''$ West 3.00 feet
44 and South $71^{\circ} 09' 27''$ East 10.86 feet; thence along a line parallel with the
45 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract
46 No. 10151, South $10^{\circ} 01' 01''$ West 240.67 feet; thence South $79^{\circ} 58' 59''$ East
47 45.00 feet; thence South $10^{\circ} 01' 01''$ West 45.00 feet to the TRUE POINT OF
48 BEGINNING; thence continuing South $10^{\circ} 01' 01''$ West 92.50 feet; thence North
49 $79^{\circ} 58' 59''$ West 19.25 feet to the beginning of a tangent curve concave
50 southeasterly and having a radius of 80.00 feet; thence southwesterly along
51 said curve through a central angle of $47^{\circ} 25' 50''$ an arc distance of 66.23
52 feet to a line parallel with and distant 58.92 feet westerly, measured at
53 right angles, from the southerly prolongation of that certain course
54 described above as having a bearing and distance of "South $10^{\circ} 01' 01''$
55 West 92.50 feet"; thence along said parallel line South $10^{\circ} 01' 01''$ West
56 108.24 feet to the beginning of a non-tangent curve concave northeasterly
57 and having a radius of 80.00 feet, said curve being tangent at its
58 easterly terminus to a line parallel with and distant 160.00 feet
59 southerly, measured along said last mentioned southerly prolongation, from

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Revised June 15, 1992

SCRID GRANT TO CAPELLUS (CONTINUED)

1 that certain course described above as having a bearing and distance of
 2 "North 79° 58' 59" West 19.25 feet", said easterly terminus being distant
 3 19.25 feet westerly along said parallel line from the intersection of said
 4 parallel line with said southerly prolongation; thence southeasterly
 5 along said last mentioned curve through a central angle of 47° 25' 50" an
 6 arc distance of 66.23 feet to said easterly terminus; thence tangent to
 7 said curve along said last mentioned parallel line South 79° 58' 59" East
 8 19.25 feet to said southerly prolongation; thence continuing along said
 9 southerly prolongation South 10° 01' 01" West 364.33 feet; thence South
 10 79° 58' 59" East 150.00 feet; thence North 10° 01' 01" East 616.83 feet
 11 to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING;
 12 thence along said last mentioned line North 79° 58' 59" West 150.00 feet
 13 to the TRUE POINT OF BEGINNING.

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



Robert L. Mollenhauer
 Robert L. Mollenhauer, PLS No. 2996

TIDS DESCRIPTION
 PREPARED BY *WMS*
 CHECKED *MJL/RLM*
 TYPED *gg*
 COMPARED *gg*

SCHEDULE "A-2"

Description of Grantor's Retained Property

[Attach description of all RTD Property excepting therefrom that
which is outside of Parcel D]

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116

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GRANTOR'S RETAINED PROPERTY

1 Those portions of Lots 4 and 5 of Tract No. 10151, in the City of Los
2 Angeles, County of Los Angeles, State of California, as per map recorded
3 in Book 157 Pages 45 to 47 inclusive of Maps, in the office of the County
4 Recorder of said County, together with that portion of Ramirez Street
5 (formerly known as Ramirez Street Extension, 60.00 feet wide) as shown and
6 dedicated on map of Subdivision of a Part of the Estate of Ynuario Avila,
7 Deceased, in said City, County and State, as per map recorded in Book 34
8 Page 90 of Miscellaneous Records, in said Recorder's Office, together with
9 those portions of the Subdivision of the Aliso Tract, in said City, County
10 and State, as per map recorded in Book 4 Pages 12 and 13 of Miscellaneous
11 Records, in said Recorder's Office; together with those portions of the
12 Subdivision of the Ballesteros Vineyard Tract, in said City, County and
13 State, as per map recorded in Book 1 Pages 505 and 506 of Miscellaneous
14 Records, in said Recorder's Office; and together with those portions of
15 City Lands, in said City, County and State, as per map recorded in Book 2
16 Pages 504 and 505 of Miscellaneous Records, in said Recorder's Office,
17 described as a whole as follows:

18 Beginning at the most westerly corner of the land as described in Parcel 2
19 in the deed to the City of Los Angeles, recorded December 28, 1945 as
20 Instrument No. 1224 in Book 22651 Page 63, Official Records of said
21 County, said most westerly corner also being a point in the southeasterly
22 line of Lot 4 of said Tract No. 10151, as per map recorded in Book 157
23 Pages 45 to 47 inclusive of Maps, in said Recorder's Office; thence along
24 said southeasterly line, North $66^{\circ} 36' 14''$ East 57.58 feet to the westerly
25 prolongation of the southerly line of the land as described in the deed to
26 the City of Los Angeles, recorded June 27, 1899 as Instrument No. 31 in
27 Book 1253 Page 114 of Deeds, in said Recorder's Office; thence along said
28 prolongation, South $86^{\circ} 48' 15''$ East 130.14 feet to the southeast corner
29 of said last mentioned deed to the City of Los Angeles; thence along the
30 prolongation of the southeasterly line of said last mentioned deed to the
31 City of Los Angeles, South $52^{\circ} 22' 37''$ West 7.09 feet to the northeasterly
32 prolongation of the southeasterly line of the land as described in the
deed to the City of Los Angeles, recorded June 27, 1899 as Instrument No.
28 in Book 1298 Page 307 of Deeds in said Recorder's Office; thence along
said last mentioned southeasterly line and its prolongations thereof,
South $66^{\circ} 36' 14''$ West 111.68 feet, to the beginning of a tangent curve
concave southeasterly and having a radius of 50.00 feet in the
southeasterly line of the land as described in the Final Order of
Condemnation entered in Los Angeles County Superior Court Case No. 424466,
a certified copy of which was recorded July 27, 1938 as Instrument No. 1058
in Book 15871 Page 393 of Official Records of said County; thence
southwesterly along said curve through central angle of $57^{\circ} 46' 47''$, an
arc distance of 50.42 feet to the point of tangency of the easterly line
of the land as described in the deed to the City of Los Angeles, recorded
April 12, 1937 as Instrument No. 1137 in Book 14861 Page 261 of Official
Records of said County; thence along said easterly line South $08^{\circ} 49' 27''$
West 53.83 feet to the northwest corner of the land as described in Parcel
No. 71779-1 in the Final Order of Condemnation entered in Los Angeles
County, Superior Court Case No. C447627, a certified copy of which was
recorded March 29, 1988 as Document No. 88-422827 of Official Records of
said County, said northwest corner also being a point in a non-tangent
curve concave southerly and having a radius of 4340.00 feet in the
northerly line of the land as described in Parcel No. 71779-1 in said last
mentioned Final Order of Condemnation, a radial line that bears North 04°
 $42' 15''$ West to said last mentioned point; thence easterly along said
curve and its continuations thereof, to and along the northerly line of
the land as described in Parcel No. 71780 (Amended) in said last mentioned
Final Order of Condemnation, through a central angle of $04^{\circ} 13' 44''$, an
arc distance of 320.33 feet to the easterly line of the land as described
in Parcel 1 in the deed to Maier Brewing Co., recorded August 14, 1964 as
Instrument No. 5697 in Book D-2591 Page 55 of Official Records of said
County; thence along the easterly line of said deed to Maier Brewing Co.
and its prolongation thereof, as follows: North $04^{\circ} 59' 28''$ West 209.00

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GRANTOR'S RETAINED PROPERTY (continued)

1 feet and North 05° 09' 09" West 187.29 feet to the beginning of a tangent
2 curve concave northeasterly and having a radius of 400.00 feet; thence
3 northwesterly along said last mentioned curve through a central angle of
4 26° 38' 24", an arc distance of 185.98 feet; thence tangent to said last
5 mentioned curve, North 12° 29' 15" East 28.23 feet to the westerly line of
6 the land as described in Parcel 1 in said hereinabove first mentioned deed
7 to the City of Los Angeles; thence along the westerly lines of the land as
8 described in Parcels 1 and 2 in said hereinabove first mentioned deed to
9 the City of Los Angeles and its prolongation thereof as follows:
10 southerly along a non-tangent curve concave westerly and having a radius
11 of 1000.00 feet through a central angle of 11° 18' 42", an arc distance of
12 197.62 feet and South 40° 54' 31" West 370.27 feet to the point of
13 beginning.

14 EXCEPTING THEREFROM the interest of the State of California that would
15 pass with legal conveyance of the land as described in Parcel 2 (Amended)
16 in the Final Order of Condemnation entered in Los Angeles County Superior
17 Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in
18 Book 51718, Page 358 of Official Records of said County

19 ALSO EXCEPT THEREFROM any portion of said land outside the following
20 described parcel of land known as Parcel D.

21 PARCEL D

22 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila
23 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of
24 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,
25 in the office of the County Recorder of said County; those portions of Lots 4
26 and 5 of Tract No. 10151, in said City, County and State, as per map recorded
27 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;
28 those portions of Block "D" of the Subdivision of the Aliso Tract, in said
29 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said
30 Miscellaneous Records; those portions of the Subdivision of the Ballesteros
31 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,
32 Pages 505 and 506 of said Miscellaneous Records; and those portions of City
Lands, in said City, County and State, as per map recorded in Book 2, Pages
504 and 505 of said Miscellaneous Records, described as a whole as follows:

Commencing at the intersection of the easterly prolongation of the southerly
line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,
60 feet wide, as shown on the map of said Tract No. 10151; thence along said
prolongation South 71° 09' 27" East 39.24 feet to the northerly terminus of
that certain course having a bearing and distance of "South 18° 56' 50" West
3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the
City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of
Official Records, in said office of the County Recorder; thence along a
westerly and southerly lines of said Parcel 3 South 18° 50' 33" West 3.00 feet
and South 71° 09' 27" East 10.86 feet; thence along a line parallel with the
centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract
No. 10151, South 10° 01' 01" West 240.67 feet; thence South 79° 58' 59" East
45.00 feet; thence South 10° 01' 01" West 45.00 feet to the TRUE POINT OF
BEGINNING; thence continuing South 10° 01' 01" West 92.50 feet; thence North
79° 58' 59" West 19.25 feet to the beginning of a tangent curve concave
southeasterly and having a radius of 80.00 feet; thence southwesterly along
said curve through a central angle of 47° 25' 50" an arc distance of 66.23
feet to a line parallel with and distant 58.92 feet westerly, measured at
right angles, from the southerly prolongation of that certain course
described above as having a bearing and distance of "South 10° 01' 01"
West 92.50 feet"; thence along said parallel line South 10° 01' 01" West
108.24 feet to the beginning of a non-tangent curve concave northeasterly
and having a radius of 80.00 feet, said curve being tangent at its
easterly terminus to a line parallel with and distant 160.00 feet
southerly, measured along said last mentioned southerly prolongation, from

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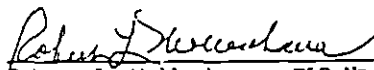
Revised June 15, 1992

GRANTOR'S RETAINED PROPERTY (continued)

1 that certain course described above as having a bearing and distance of
2 "North 79° 58' 59" West 19.25 feet", said easterly terminus being distant
3 19.25 feet westerly along said parallel line from the intersection of said
4 parallel line with said southerly prolongation; thence southeasterly
5 along said last mentioned curve through a central angle of 47° 25' 50" an
6 arc distance of 66.23 feet to said easterly terminus; thence tangent to
7 said curve along said last mentioned parallel line South 79° 58' 59" East
8 19.25 feet to said southerly prolongation; thence continuing along said
9 southerly prolongation South 10° 01' 01" West 364.33 feet; thence South
10 79° 58' 59" East 150.00 feet; thence North 10° 01' 01" East 616.83 feet
11 to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING;
12 thence along said last mentioned line North 79° 58' 59" West 150.00 feet
13 to the TRUE POINT OF BEGINNING.

8 Containing 1.578 acres total

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

15 
16 Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION
PREPARED BY RMH
CHECKED MSJ RLM
TYPED RP
COMPARED RMH

SCHEDULE "A-3"

Description of Grantee's Property

[Attach description of Parcels A and B]

058995-004-012
06-30-92/0347c

-6-

RTD/CATELLUS
R-C Grant Deed

Revised March 6, 1992

PARCEL A AFTER ADJUSTMENT

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

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

Revised March 6, 1992

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

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

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PARCEL A AFTER ADJUSTMENT (CONTINUED)

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

Containing 214,037 square feet

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



Robert L. Mollenhauer

Robert L. Mollenhauer, PLS No. 2996

THIS DESCRIPTION
PREPARED BY WJMS
CHECKED WJMS
TYPED WJ
COMPARED WJMS

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

Revised June 15, 1992

PARCEL B AFTER ADJUSTMENT (CONTINUED)

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

2 from said Point "A"; thence South $79^{\circ} 58' 59''$ East 150.00 feet; thence
3 North $10^{\circ} 01' 01''$ East 630.58 feet to the TRUE POINT OF BEGINNING.

4
5 EXCEPTING THEREFROM the interest of the State of California that would
6 pass with legal conveyance of the land as described in Parcel 2 (Amended)
7 in the Final Order of Condemnation entered in Los Angeles County Superior
8 Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in
9 Book 51718, Page 358 of Official Records of said County.

10

11 Containing 85,293 square feet.

12

13

14

15 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT

16 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF

17 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

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Robert L. Mollenhauer

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Robert L. Mollenhauer, PLS No. 2996

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31

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THIS DESCRIPTION
PREPARED BY RLM
CHECKED MLM
TYPED JD
COMPARED MLM

SCHEDULE "A-4"

Description of Grantor's Property

[Attach description of Parcels C and D]

058995-004-012
06-30-92/0347c

-7-

RTD/CATELLUS
R-C Grant Deed

MOLLENHAUER, HIGASHI & MOORE, INC.

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411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

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

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Phone (213) 624-2661

Revised March 6, 1992

1 PARCEL C AFTER ADJUSTMENT (CONTINUED)

2 curve to said point having a bearing of South $65^{\circ} 11' 07''$ East; thence
3 northerly along said curve, through a central angle of $05^{\circ} 58' 02''$ 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 $18^{\circ} 50' 51''$ East 120.96 feet and North $26^{\circ} 09' 18''$
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 $71^{\circ} 09' 27''$ 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 $27^{\circ} 03'$
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 $71^{\circ} 09' 27''$ 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 $10^{\circ} 01' 01''$
20 West 240.67 feet"; thence along said prolongation South $10^{\circ} 01' 01''$ 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, PLS No. 2996



THIS DESCRIPTION
PREPARED BY WRS
CHECKED MJH/ALI
TYPED JP
COMPARED MJH

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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

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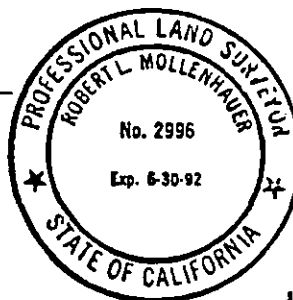
1 PARCEL D AFTER ADJUSTMENT (CONTINUED)

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



THIS DESCRIPTION
PREPARED BY WML
CHECKED WML
TYPED GD
COMPARED WML

SCHEDULE "B-1"

Grantee Easements

Pursuant to the Corporation Grant Deed to which this Schedule is attached, Grantor is granting to Grantee the following non-exclusive surface and subterranean easements over Grantor's Retained Property in common with Grantor and Grantor's successors and assigns:

(a) an easement for vehicular ingress, egress and passage from Grantee's Property over the roadways, driveways, entrances, exits, ramps, and such other facilities as are designed for such use, constructed or to be constructed on the Grantor's Retained Property;

(b) an easement for pedestrian ingress, egress, passage and accommodations from Grantee's Property over the sidewalks, plaza areas, malls, bridges, walkways, stairways, elevators, escalators, and such other facilities as are designed for such use, constructed or to be constructed on the Grantor's Retained Property;

(c) an easement for the construction, installation, operation, maintenance, repair, removal and replacement of utility and service lines and systems, including, without limitation, air conditioning and heating ducts and equipment, sewers, water pipes and other plumbing systems, gas pipes and systems, drainage lines and systems, electrical power conduits, lines, cables and wires, cable television lines, microwave communication systems, telephone conduits, lines and wires, security lines and systems and teleconferencing systems; and

(d) an easement for installing and maintaining vertical and horizontal support to all structural members, bearing walls, footings, foundations, columns and beams which are a part of improvements constructed on Grantee's Property.

Grantor shall have the right to create, relocate, alter or eliminate any such driveways, roadways, ramps, sidewalks or other facilities constructed or to be constructed on Grantor's Retained Property and included in the aforesaid easements, provided that reasonably comparable vehicular and pedestrian access to the Grantee's Property is maintained.

SCHEDULE "B-2"

Grantor Easements

Pursuant to the Corporation Grant Deed to which this Schedule is attached, Grantor is reserving for itself the following non-exclusive surface and subterranean easements over the Conveyed Property in common with Grantee and Grantee's successors and assigns:

(a) an easement for vehicular ingress, egress and passage from Grantor's Property over the roadways, driveways, entrances, exits, ramps, and such other facilities as are designed for such use, constructed or to be constructed on the Conveyed Property including, without limitation, the right for passage of Grantor's public transportation vehicles on a regularly scheduled basis;

(b) an easement for pedestrian ingress, egress, passage and accommodations from Grantor's Property over the sidewalks, plaza areas, malls, bridges, walkways, stairways, elevators, escalators, and such other facilities as are designed for such use, constructed or to be constructed on the Conveyed Property;

(c) an easement for the construction, installation, operation, maintenance, repair, removal and replacement of utility and service lines and systems, including, without limitation, air conditioning and heating ducts and equipment, sewers, water pipes and other plumbing systems, gas pipes and systems, drainage lines and systems, electrical power conduits, lines, cables and wires, cable television lines, microwave communication systems, telephone conduits, lines and wires, security lines and systems and teleconferencing systems; and

(d) an easement for installing and maintaining vertical and horizontal support to all structural members, bearing walls, footings, foundations, columns and beams which are a part of improvements constructed on Grantor's Property.

Grantee shall have the right to create, relocate, alter or eliminate any such driveways, roadways, ramps, sidewalks or other facilities constructed or to be constructed on the Conveyed Property and included in the aforesaid easements, provided that reasonably comparable vehicular and pedestrian access to the Grantor's Property is maintained.

SCHEDULE "C"

Use Restrictions

No portion of the real property subject to these restrictions shall be used for any purpose other than public transit facilities, parking facilities, government and commercial offices, related retail and commercial business, hotels and ancillary facilities.

CHIEF TITLE INSURANCE CO.
RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:

(Name) Catellus Development Corp
(Address) 800 N. Alameda St.
Los Angeles, Ca 90012
Attn: Robert Vogel

JUL 7

COPIY of Document Recorded

1992 92 1231030

Has not been compared with original.
Original will be returned when
processing has been completed.

RECORDER COUNTY REGISTRAR - LOS ANGELES COUNTY CLERK

9201512-64

SPACE ABOVE FOR

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that I am (we are) the owners of the hereinafter legally described real property located in the City of Los Angeles, County of Los Angeles, State of California:

See attached legal description

(Legal Description)

as filed in Book _____, Page(s) _____, as per map(s) recorded in the Office of the County Recorder, which property is located and commonly known as:

501 Vignes St

(Street Address)

We hereby agree and covenant with the City of Los Angeles that the above legally described real property shall be held as one parcel and no portion shall be sold separately unless a legal application for a division of land is submitted to and approved by the City of Los Angeles.

This covenant and agreement is executed for the purpose of establishing the boundaries of Parcel A, in accordance with Parcel Map Exemption No. 3827 as regulated by Section 17.50 of the Los Angeles Municipal Code.

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect unless otherwise released by authority of the Advisory Agency of the City of Los Angeles.

Dated this 24th day of JUNE 1992

(Signature)

Ted Tanner
(Signature)

Julius E Ephraim
(Signature) PLANNING#

Approved for recording by John G. Sepulveda District Map 1320217
(Department of City Planning)

Date: 7-1-92

STATE OF CALIFORNIA

ss.

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On June 24, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared Ted Tanner

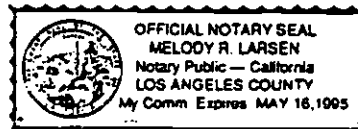
personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President, and of Development

~~personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the~~

~~Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.~~

WITNESS my hand and official seal.

Signature Melody R Larsen



(This area for official notarial seal)

MOLLENHAUER, HIGASHI & MOORE, INC. [5]

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised March 6, 1992

PARCEL A AFTER ADJUSTMENT

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

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

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1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

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

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Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

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

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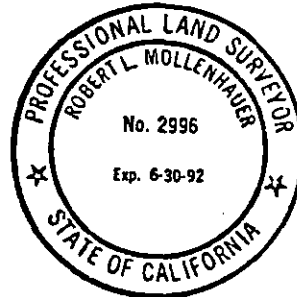
Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

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

4
5 Containing 214,037 square feet
6
7

8 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
9 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
10 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.
11
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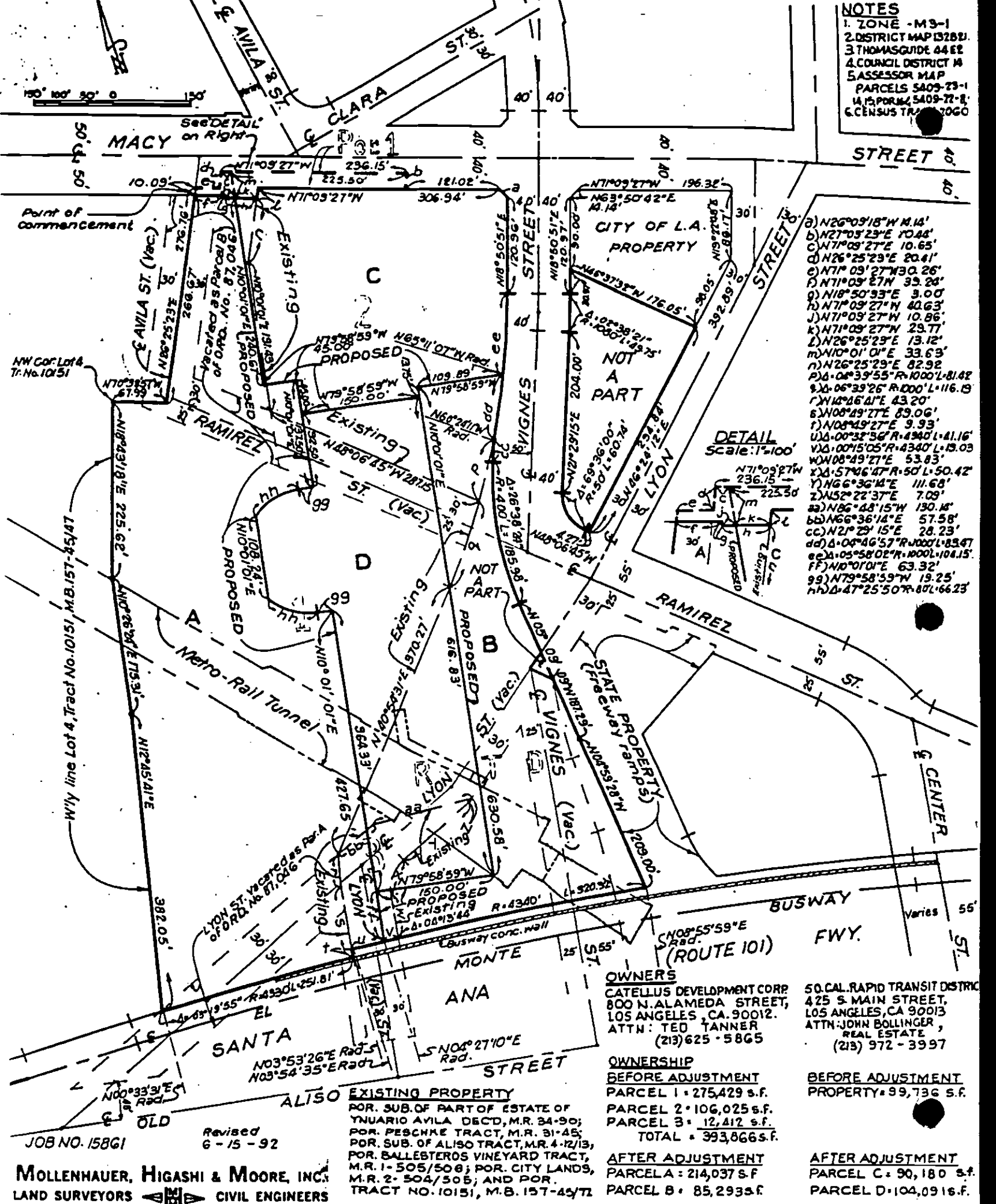


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22 Robert L. Mollenhauer, PLS No. 2996
23

24
25
26
27
28
29
30 THIS DESCRIPTION
PREPARED BY RLM
CHECKED RLM
TYPED RLM
31 COMPARED RLM
32

NOTES
 1. ZONE - M3-1
 2. DISTRICT MAP 13282J
 3. THOMAS GUIDE 44 EE
 4. COUNCIL DISTRICT 14
 5. ASSESSOR MAP
 PARCELS 5409-73-1
 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
 6. CENSUS TRACT 4060



- DETAIL Scale: 1"=100'**
- a) N26°09'18"W 11.14'
 - b) N27°05'25"E 10.46'
 - c) N71°09'27"E 10.65'
 - d) N26°25'23"E 20.41'
 - e) N71°09'27"W 39.24'
 - f) N18°50'33"E 3.00'
 - g) N71°09'27"W 40.63'
 - h) N71°09'27"W 10.86'
 - i) N71°09'27"W 29.77'
 - j) N26°25'23"E 13.12'
 - k) N10°01'01"E 33.63'
 - l) N26°25'23"E 82.92'
 - m) Δ-04°39'55" R=1000' L=81.42'
 - n) Δ-06°39'26" R=1000' L=116.19'
 - o) N10°46'01"E 43.20'
 - p) N08°49'27"E 9.93'
 - q) N108°49'27"E 9.93'
 - r) Δ-00°32'56" R=4340' L=41.16'
 - s) Δ-00°15'05" R=4340' L=15.03'
 - t) W08°49'27"E 53.83'
 - u) Δ-57°46'47" R=50' L=50.42'
 - v) N66°36'14"E 11.68'
 - w) N52°22'37"E 7.09'
 - x) N86°48'15"W 130.18'
 - y) N66°36'14"E 57.58'
 - z) N21°29'15"E 28.23'
 - aa) Δ-04°46'57" R=1000' L=83.47'
 - bb) Δ-05°58'02" R=1000' L=104.15'
 - cc) N10°01'01"E 63.32'
 - dd) N79°58'59"W 15.25'
 - ee) Δ-47°25'50" R=87' L=66.23'

OWNERS
 CAPELLUS DEVELOPMENT CORP
 800 N. ALAMEDA STREET,
 LOS ANGELES, CA. 90012.
 ATTN: TED TANNER
 (213) 625-5865

OWNERSHIP BEFORE ADJUSTMENT
 PARCEL 1 = 275,429 s.f.
 PARCEL 2 = 106,025 s.f.
 PARCEL 3 = 12,412 s.f.
TOTAL = 393,866 s.f.

AFTER ADJUSTMENT
 PARCELA = 214,037 s.f.
 PARCEL B = 85,293 s.f.

LEGAL DESCRIPTIONS BEFORE & AFTER ADJUSTMENT
 SEE ATTACHED EXHIBITS

50. CAL RAPID TRANSIT DISTRICT
 425 S. MAIN STREET,
 LOS ANGELES, CA 90013
 ATTN: JOHN BOLLINGER,
 REAL ESTATE
 (213) 972-3997

BEFORE ADJUSTMENT
 PROPERTY = 99,736 s.f.

AFTER ADJUSTMENT
 PARCEL C = 90,180 s.f.
 PARCEL D = 104,091 s.f.

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 6-15-92

JOB NO. 15861

TITLE INSURANCE CO
 RECORDING REQUESTED BY
 WHEN RECORDED MAIL TO:
 (Name) Catellus Development Corp
 (Address) 800 N. Alameda St.
Los Angeles, Ca 90012
Attn: Robert Vogel

CO. 7 of Document Recorded
 JUL 7 - 1992 92 1231031
 Has not been compared with original.
 Original will be returned when
 processing has been completed.
 RECORDER DEPUTY CLERK

920151264

SPACE ABOVE FOR

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that I am (we are) the owners of the hereinafter legally described real property located in the City of Los Angeles, County of Los Angeles, State of California:

See attached legal description
 (Legal Description)

as filed in Book _____, Page(s) _____, as per map(s) recorded in the Office of the County Recorder, which property is located and commonly known as:

501 Vignes St
 (Street Address)

We hereby agree and covenant with the City of Los Angeles that the above legally described real property shall be held as one parcel and no portion shall be sold separately unless a legal application for a division of land is submitted to and approved by the City of Los Angeles.

This covenant and agreement is executed for the purpose of establishing the boundaries of Parcel B, in accordance with Parcel Map Exemption No. 3827 as regulated by Section 17.50 of the Los Angeles Municipal Code.

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect unless otherwise released by authority of the Advisory Agency of the City of Los Angeles.

Dated this 24th day of JUNE 1992

Ted Tanner
 (Signature)

 (Signature) Julius Ephraim
 (Signature) PLANNING#

Approved for recording by John A. Schulz District Map 132B 217
 (Department of City Planning)

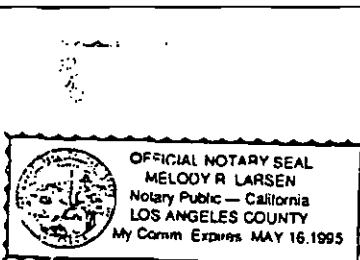
Date: 7-1-92

STATE OF CALIFORNIA
 COUNTY OF Los Angeles } ss.

On June 24 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared Ted Tanner

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President, and of Development
~~personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation~~
 that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.
 WITNESS my hand and official seal.

Signature Melody R Larsen



(This area for official notarial seal)

INSTRUCTIONS FOR FILING COVENANT AND AGREEMENT FORMS

1. Fill out two copies of covenant and agreement forms. (One form is kept by the County Recorder and will be returned to you at a later date.) Attach legal description if there is not sufficient space provided on the reverse side of this form. The legal description is to be reviewed and approved by a licensed land surveyor or registered civil engineer, including signature, stamp and expiration date.
2. Have signatures notarized.
3. Submit completed forms to the Department of City Planning for approval and signature.
4. Record forms with the Los Angeles County Registrar-Recorded at:
Room 5, Hall of Records
227 North Broadway
Los Angeles, California 90012
5. Return photocopy of the stamped and recorded agreement form to:
Department of City Planning
Room 655, City Hall
200 North Spring Street
Los Angeles, California 90012-4856

Land Use Administration Division
Parcel Maps Unit
Room 655, City Hall
Telephone: (213) 485-3861

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

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

Revised June 15, 1992

PARCEL B AFTER ADJUSTMENT (CONTINUED)

1 being a curve concave westerly and having a radius of 1000.00 feet, a
2 radial of said curve to said point having a bearing of South $65^{\circ} 11' 07''$
3 East; thence southerly along said curve, through a central angle of 04°
4 $46' 57''$ an arc distance of 83.47 feet to an intersection with a line
5 parallel with and distant 90 feet westerly, measured at right angles, from
6 the easterly line of said Parcel 1 of the last mentioned deed to the City
7 of Los Angeles; thence along said parallel line South $21^{\circ} 29' 15''$ 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.

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Robert L. Mollenhauer, PLS No. 2996

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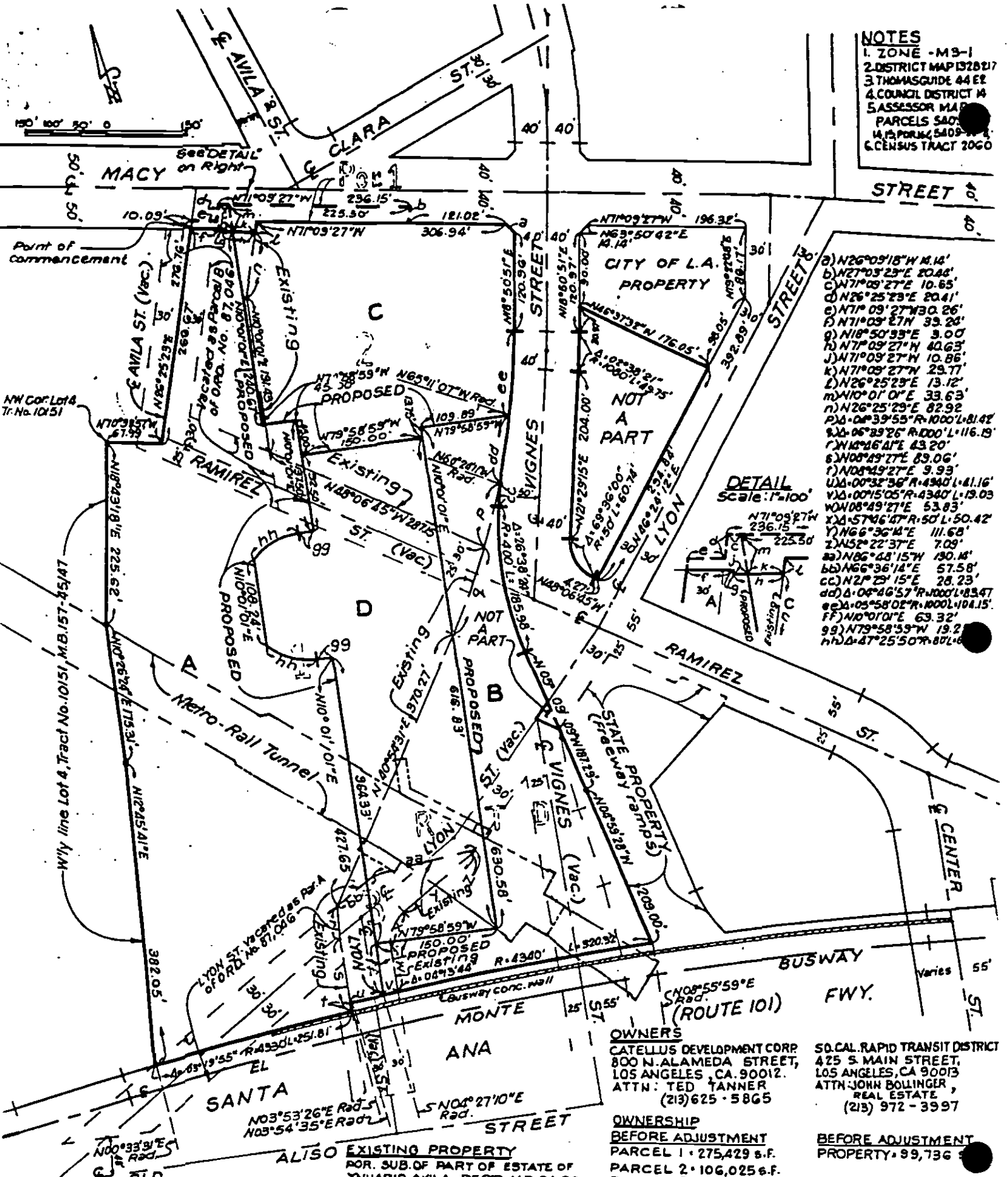
31

32



THIS DESCRIPTION
PREPARED BY RLM
CHECKED MJM
TYPED RLM
COMPARED RLM

- NOTES**
1. ZONE - M9-1
 2. DISTRICT MAP 152827
 3. THOMAS GUIDE 44 EE
 4. COUNCIL DISTRICT 14
 5. ASSESSOR MAP
 6. PARCELS 5401, 5402, 5403, 5404
 7. CENSUS TRACT 2060



DETAIL
Scale: 1"=100'

- B) N26°09'18"W 10.14'
- C) N27°03'23"E 20.44'
- D) N71°09'27"E 10.65'
- E) N26°25'23"E 20.41'
- F) N71°09'27"W 30.26'
- G) N71°09'27"W 39.28'
- H) N18°50'55"E 3.00'
- I) N71°09'27"W 40.63'
- J) N71°09'27"W 10.86'
- K) N71°09'27"W 29.77'
- L) N26°25'23"E 13.12'
- M) N10°01'01"E 33.63'
- N) N26°25'23"E 82.92'
- O) N26°09'18"W R.1000'L.81.42'
- P) N26°09'18"W R.1000'L.116.19'
- Q) N10°26'41"E 83.20'
- R) N08°49'27"E 89.06'
- S) N08°49'27"E 9.93'
- T) N26°09'18"W R.4340'L.41.16'
- U) N08°49'27"E R.4340'L.19.09'
- V) N08°49'27"E 53.83'
- X) N57°46'07"W R.50'L.50.42'
- Y) N66°36'14"E 111.68'
- Z) N45°22'37"E 7.09'
- aa) N86°48'15"W 130.14'
- bb) N66°36'14"E 57.58'
- cc) N21°29'15"E 28.23'
- dd) N4°05'58"R.1000'L.83.47'
- ee) N4°05'58"R.1000'L.104.15'
- ff) N10°01'01"E 63.32'
- gg) N79°58'59"W 19.2'
- hh) N47°25'50"W 80.16'

OWNERS
 CATELLUS DEVELOPMENT CORP
 800 N. ALAMEDA STREET,
 LOS ANGELES, CA. 90012.
 ATTN: TED TANNER
 (213) 625-5865

OWNERSHIP BEFORE ADJUSTMENT
 PARCEL 1 - 275,429 s.f.
 PARCEL 2 - 106,025 s.f.
 PARCEL 3 - 12,412 s.f.
 TOTAL - 393,866 s.f.

OWNERSHIP AFTER ADJUSTMENT
 PARCEL A - 214,037 s.f.
 PARCEL B - 85,293 s.f.

LEGAL DESCRIPTIONS BEFORE & AFTER ADJUSTMENT
 SEE ATTACHED EXHIBITS

SO. CAL. RAPID TRANSIT DISTRICT
 425 S. MAIN STREET,
 LOS ANGELES, CA 90013
 ATTN: JOHN BOLLINGER,
 REAL ESTATE
 (213) 972-3997

BEFORE ADJUSTMENT
 PROPERTY - 99,736 s.f.

AFTER ADJUSTMENT
 PARCEL C - 90,180 s.f.
 PARCEL D - 104,091 s.f.

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 6-15-92
 JOB NO. 15861

EXISTING PROPERTY
 POR. SUB. OF PART OF ESTATE OF
 YNUARIO AVILA DECD, M.R. 34-30;
 POR. PESCHKE TRACT, M.R. 31-45;
 POR. SUB. OF ALISO TRACT, M.R. 4-12/13,
 POR. BALLESTEROS VINEYARD TRACT,
 M.R. 1-505/508; POR. CITY LANDS,
 M.R. 2-504/508; AND POR.
 TRACT NO. 10151, M.B. 157-42/72

CHICAGO TITLE INSURANCE CO.
RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:

(Name) So. Cal. Rapid Transit Dist
425 N. Main St.
(Address) Los Angeles, Ca 90013
Attn: Karen Heit
Planning Dept.

COF of Document Recorded
1992 92 1231032
Has not been compared with original.
Original will be returned when
processing has been completed.
RECORDER - REGISTER - RECORDER/CLERK

9201512 64

SPACE ABOVE FOR RECORDER

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that I am (we are) the owners of the hereinafter legally described real property located in the City of Los Angeles, County of Los Angeles, State of California:

See attached legal description
(Legal Description)

as filed in Book _____, Page(s) _____, as per map(s) recorded in the Office of the County Recorder, which property is located and commonly known as:

501 Vignes St
(Street Address)

We hereby agree and covenant with the City of Los Angeles that the above legally described real property shall be held as one parcel and no portion shall be sold separately unless a legal application for a division of land is submitted to and approved by the City of Los Angeles.

This covenant and agreement is executed for the purpose of establishing the boundaries of Parcel 6, in accordance with Parcel Map Exemption No. 3827 as regulated by Section 17.50 of the Los Angeles Municipal Code.

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect unless otherwise released by authority of the Advisory Agency of the City of Los Angeles.

Dated this 24 day of June 1992

N/A
(Signature)

Julius E. Ephraim
(Signature) PLANNING#

Approved for recording by John A. Schulock District Map 132B217
(Department of City Planning)

Date: 7-1-92

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ss.
On this 24 day of June, in the year 1992, before me, the undersigned, a Notary Public in and for said State personally appeared Oliver F. Regga, General Manager of the Southern California Rapid Transit District a public corporation personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it.



WITNESS my hand on official seal
Lynda J. Gillam
Notary Public In and For said State

STATE OF CALIFORNIA

State

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } S.S.

On July 7, 1992 before me,
Anna M. Craver

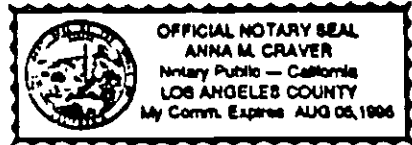
a Notary Public in and for said County and State, personally appeared
Alan F. Fagg

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Anna M. Craver
2402 (2-91)

FOR NOTARY SEAL OR STAMP



INSTRUCTIONS FOR FILING COVENANT AND AGREEMENT FORMS

1. Fill out two copies of covenant and agreement forms. (One form is kept by the County Recorder and will be returned to you at a later date.) Attach legal description if there is not sufficient space provided on the reverse side of this form. The legal description is to be reviewed and approved by a licensed land surveyor or registered civil engineer, including signature, stamp and expiration date.
2. Have signatures notarized.
3. Submit completed forms to the Department of City Planning for approval and signature.
4. Record forms with the Los Angeles County Registrar-Recorded at:

Room 5, Hall of Records
227 North Broadway
Los Angeles, California 90012

5. Return photocopy of the stamped and recorded agreement form to:

Department of City Planning
Room 655, City Hall
200 North Spring Street
Los Angeles, California 90012-4856

Land Use Administration Division
Parcel Maps Unit
Room 655, City Hall
Telephone: (213) 485-3861

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 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) 624-2681

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 Ymario 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 Ymario 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.

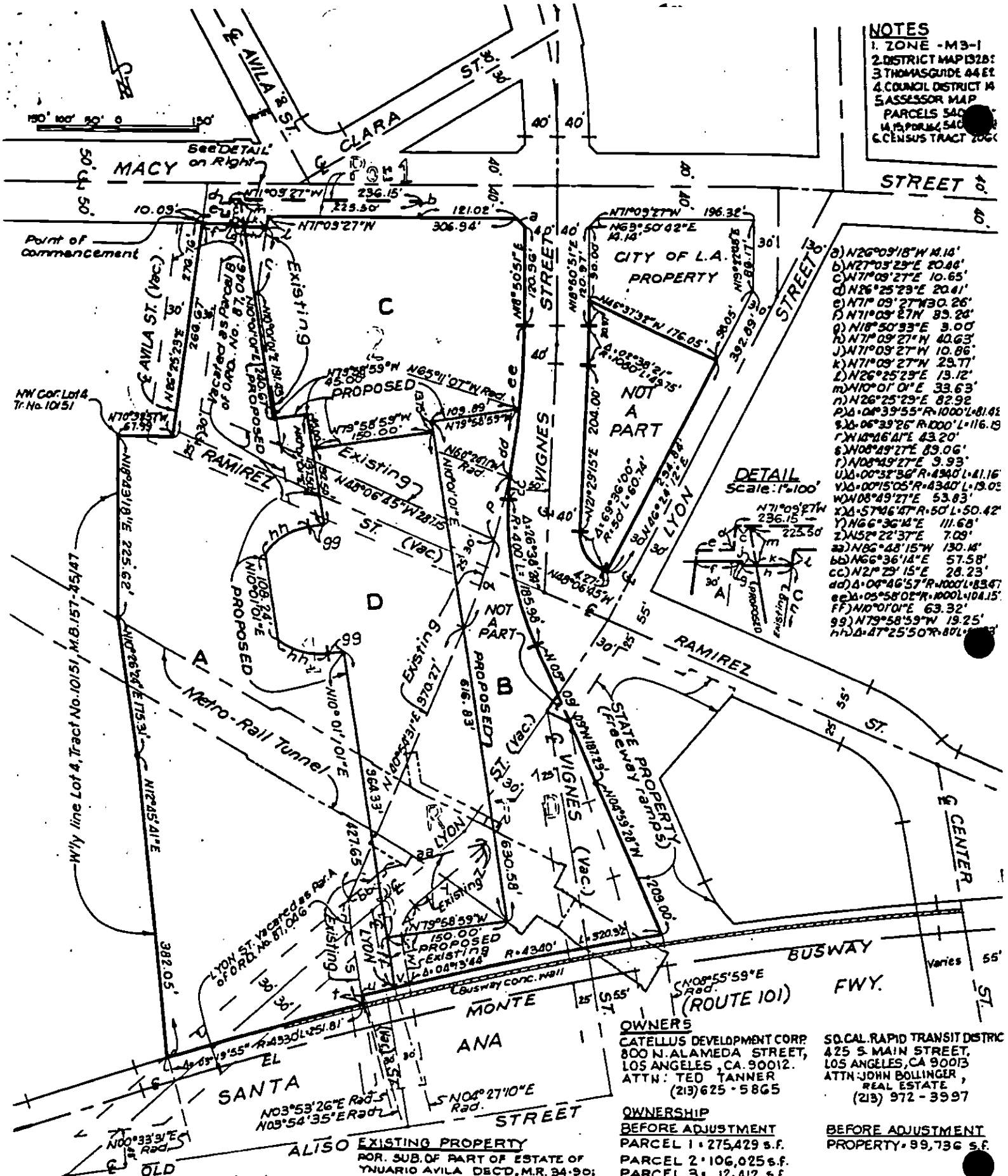
30 

31 Robert L. Mollenhauer, PLS No. 2996



32 THIS DESCRIPTION
PREPARED BY MBR
CHECKED MBR/RLV
TYPED g
COMPARED MBR

- NOTES**
1. ZONE - M3-1
 2. DISTRICT MAP 1328
 3. THOMAS GUIDE 84 E2
 4. COUNCIL DISTRICT M
 5. ASSESSOR MAP
 6. PARCELS 540
 7. M.P. 14.5
 8. CENSUS TRACT 206



- DETAIL Scale: 1"=100'**
- a) N26°09'18"W R.14'
 - b) N27°03'25"E 20.46'
 - c) N7°08'27"E 10.65'
 - d) N26°25'23"E 20.41'
 - e) N7°09'27"W 30.26'
 - f) N7°09'27"W 39.26'
 - g) N18°50'33"E 3.00'
 - h) N7°09'27"W 40.63'
 - i) N7°09'27"W 10.86'
 - j) N7°09'27"W 29.77'
 - k) N26°25'23"E 13.12'
 - l) N10°01'01"E 33.63'
 - m) N26°25'23"E 82.92'
 - n) N26°39'55"W R.1000' L.81.43'
 - o) N26°39'26" R.1000' L.116.13'
 - p) N10°46'41"E 43.20'
 - q) N00°49'27"E 89.06'
 - r) N00°49'27"E 3.93'
 - s) N26°39'26" R.4340' L.41.16'
 - t) N26°00'15'05" R.4340' L.13.05'
 - u) N08°49'27"E 53.83'
 - v) N26°46'47" R.50' L.50.42'
 - w) N66°36'14"E 111.68'
 - x) N45°22'37"E 7.09'
 - y) N86°48'15"W 130.14'
 - z) N66°36'14"E 57.58'
 - aa) N27°29'15"E 28.23'
 - ab) N08°46'57" R.1000' L.83.47'
 - ac) N08°58'02" R.1000' L.104.15'
 - ad) N10°01'01"E 63.32'
 - ae) N79°58'59"W 19.25'
 - af) N47°25'50" R.871' L.100.00'

OWNERS
 CATELLUS DEVELOPMENT CORP
 800 N. ALAMEDA STREET,
 LOS ANGELES, CA 90012.
 ATTN: TED TANNER
 (213) 625-5865

OWNERSHIP
BEFORE ADJUSTMENT
 PARCEL 1: 275,429 s.f.
 PARCEL 2: 106,025 s.f.
 PARCEL 3: 12,812 s.f.
TOTAL: 394,266 s.f.

AFTER ADJUSTMENT
 PARCEL A: 214,037 s.f.
 PARCEL B: 85,293 s.f.

LEGAL DESCRIPTIONS BEFORE (AFTER ADJUSTMENT)
 SEE ATTACHED EXHIBITS

SO. CAL. RAPID TRANSIT DISTRICT
 425 S. MAIN STREET,
 LOS ANGELES, CA 90013
 ATTN: JOHN BOLLINGER,
 REAL ESTATE
 (213) 972-3997

BEFORE ADJUSTMENT
 PROPERTY: 99,736 s.f.

AFTER ADJUSTMENT
 PARCEL C: 90,180 s.f.
 PARCEL D: 104,091 s.f.

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

ALISO EXISTING PROPERTY
 POR. SUB. OF PART OF ESTATE OF
 YNUARIO AVILA DECD, M.R. 34-90;
 POR. PESCHKE TRACT, M.R. 31-45;
 POR. SUB. OF ALISO TRACT, M.R. 4-12/13,
 POR. BALLESTEROS VINEYARD TRACT,
 M.R. 1-505/508; POR. CITY LANDS,
 M.R. 2-504/505; AND POR.
 TRACT NO. 10151, M.B. 157-45/47

JOB NO. 15861
 Revised 6-15-92

CHICAGO TITLE INSURANCE CO.
RECORDING REQUESTED BY
WHEN RECORDED MAIL TO:

92 1231033

PL. L

(Name) So. Cal. Rapid Transit Dist
425 N. Main St
(Address) Los Angeles, Ca 90013
Attn: Karen Heit
Planning Dept. 5th Floor

COPY of Document Recorded
JUL 7 - 1992
Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR - RECORDER/COUNTY CLERK

9201512-64

SPACE ABOVE FOR RECORDER

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that I am (we are) the owners of the hereinafter legally described real property located in the City of Los Angeles, County of Los Angeles, State of California:

See attached legal description

(Legal Description)

as filed in Book _____, Page(s) _____, as per map(s) recorded in the Office of the County Recorder, which property is located and commonly known as:

501 Vignes St.

(Street Address)

We hereby agree and covenant with the City of Los Angeles that the above legally described real property shall be held as one parcel and no portion shall be sold separately unless a legal application for a division of land is submitted to and approved by the City of Los Angeles.

This covenant and agreement is executed for the purpose of establishing the boundaries of Parcel D, in accordance with Parcel Map Exemption No. 3827 as regulated by Section 17.50 of the Los Angeles Municipal Code.

This covenant and agreement shall run with the land and be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect unless otherwise released by authority of the Advisory Agency of the City of Los Angeles.

Dated this 24 day of June 1992

[Signature]
(Signature)

N/A
(Signature)

[Signature]
(Signature) PLANNING#

Approved for recording by [Signature] District Map 132 B 217
(Department of City Planning)

NAME OF NOTARY LYNDA J. GILLAM
DATE COMMISSION EXPIRES JUNE 14, 1994

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

CHICAGO TITLE COMPANY

By [Signature]

Date 7/6/92

day of June in the
County of Los Angeles, State of California,
I, the undersigned,
do hereby certify that the above
described parcel is a public corporation
to me (or proved to me
satisfactory evidence) to
whose name is
within instrument, and
me that he

executed it.

WITNESS my hand on official seal.

[Signature]
Notary Public In and For said State

STATE OF CALIFORNIA

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } S.S.

On July 7, 1992 before me,
Anna M. Craver

a Notary Public in and for said County and State, personally appeared
Alan F. Pegg

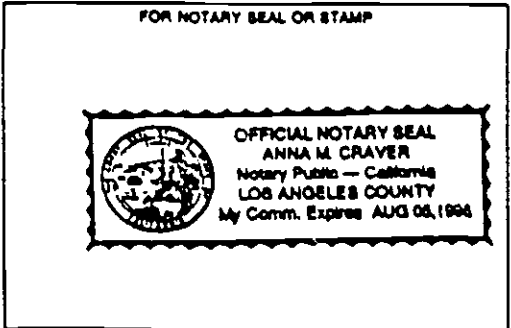
personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Anna M. Craver

F 2402 (5-91)

CERTIFICATE OF ACKNOWLEDGEMENT



INSTRUCTIONS FOR FILING COVENANT AND AGREEMENT FORMS

1. Fill out two copies of covenant and agreement forms. (One form is kept by the County Recorder and will be returned to you at a later date.) Attach legal description if there is not sufficient space provided on the reverse side of this form. The legal description is to be reviewed and approved by a licensed land surveyor or registered civil engineer, including signature, stamp and expiration date.
2. Have signatures notarized.
3. Submit completed forms to the Department of City Planning for approval and signature.
4. Record forms with the Los Angeles County Registrar-Recorded at:

Room 5, Hall of Records
227 North Broadway
Los Angeles, California 90012

5. Return photocopy of the stamped and recorded agreement form to:

Department of City Planning
Room 655, City Hall
200 North Spring Street
Los Angeles, California 90012-4856

Land Use Administration Division
Parcel Maps Unit
Room 655, City Hall
Telephone: (213) 485-3861

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

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised March 6, 1992

1 PARCEL D AFTER ADJUSTMENT (CONTINUED)

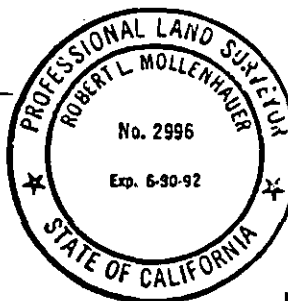
2 right angles, from the southerly prolongation of that certain course
3 described above as having a bearing and distance of "South 10° 01' 01"
4 West 92.50 feet"; thence along said parallel line South 10° 01' 01" West
5 108.24 feet to the beginning of a non-tangent curve concave northeasterly
6 and 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.

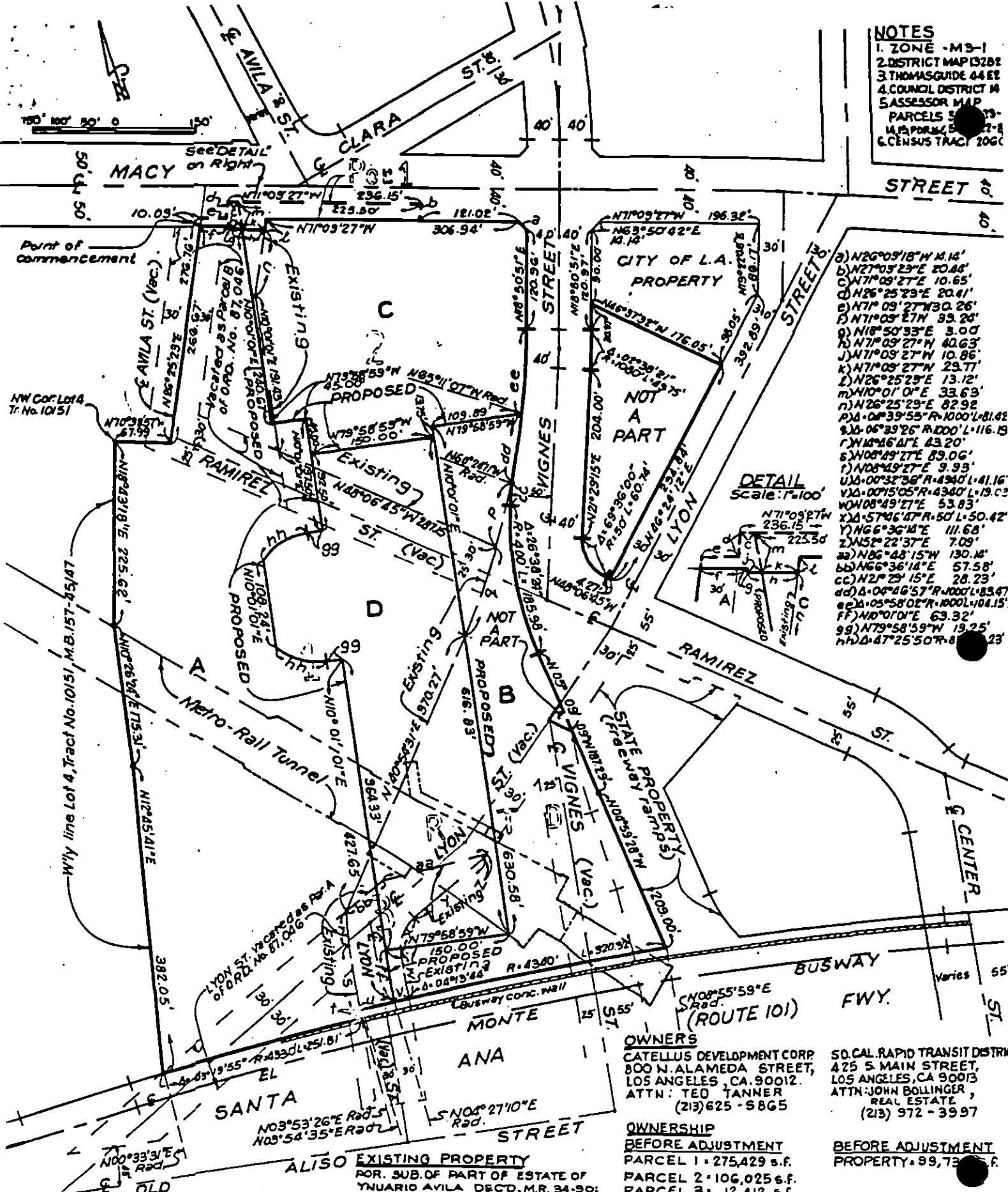
28
29 

30 Robert L. Mollenhauer, PLS No. 2996



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

- NOTES**
1. ZONE - MS-1
 2. DISTRICT MAP 1328E
 3. THOMAS GUIDE 44EE
 4. COUNCIL DISTRICT M
 5. ASSESSOR MAP
 - PARCELS 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18
 6. CENSUS TRACT 206C



- DETAIL Scale: 1"=100'**
- a) N26°09'18"W R.14'
 - b) N27°03'23"E 20.44'
 - c) N71°09'27"E 10.65'
 - d) N26°25'29"E 20.41'
 - e) N71°09'27"W 30.26'
 - f) N71°09'27"W 33.26'
 - g) N18°50'53"E 3.00'
 - h) N71°09'27"W 40.63'
 - i) N71°09'27"W 10.86'
 - j) N71°09'27"W 23.77'
 - k) N26°25'29"E 13.12'
 - l) N10°01'0"E 33.63'
 - m) N26°25'29"E 82.92'
 - n) N06°39'55"W R.1000'L.81.42'
 - o) N06°39'26"W R.1000'L.116.13'
 - p) N10°46'1"E 43.20'
 - q) N100°49'27"E 83.06'
 - r) N108°49'27"E 9.93'
 - s) N100°32'36"W R.4340'L.41.16'
 - t) N100°15'05"W R.4340'L.13.03'
 - u) N108°49'27"E 53.83'
 - v) N108°49'27"E 50.42'
 - w) N66°36'14"E 111.68'
 - x) N52°22'37"E 7.09'
 - y) N86°42'15"W 130.14'
 - z) N66°36'14"E 57.58'
 - aa) N2°29'15"E 28.23'
 - bb) N06°46'57"W R.1000'L.83.47'
 - cc) N05°58'02"W R.1000'L.104.15'
 - dd) N10°01'0"E 63.32'
 - ee) N79°58'59"W 19.25'
 - ff) N47°25'50"W R.1000'L.23'

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

ALISO EXISTING PROPERTY
 POR. SUB. OF PART OF ESTATE OF YNUARIO AVILA DEC'D, M.R. 34-90;
 POR. PESCHKE TRACT, M.R. 31-45;
 POR. SUB. OF ALISO TRACT, M.R. 4-12/13,
 POR. BALLESTEROS VINEYARD TRACT, M.R. 1-505/508; POR. CITY LANDS, M.R. 2-504/505, AND POR. TRACT NO. 10151, M.B. 157-45/47

OWNERS
 CAPELLUS DEVELOPMENT CORP
 800 N. ALAMEDA STREET,
 LOS ANGELES, CA. 90012.
 ATTN: TED TANNER
 (213) 625-5865

SO. CAL. RAPID TRANSIT DISTRICT
 425 S MAIN STREET,
 LOS ANGELES, CA 90013
 ATTN: JOHN BOLLINGER,
 REAL ESTATE
 (213) 972-3997

OWNERSHIP BEFORE ADJUSTMENT
 PARCEL 1 - 275,429 S.F.
 PARCEL 2 - 106,025 S.F.
 PARCEL 3 - 12,412 S.F.
 TOTAL - 393,866 S.F.

BEFORE ADJUSTMENT PROPERTY - 99,730 S.F.

AFTER ADJUSTMENT
 PARCELA - 214,037 S.F.
 PARCEL B - 85,293 S.F.

AFTER ADJUSTMENT
 PARCEL C - 90,180 S.F.
 PARCEL D - 104,091 S.F.

LEGAL DESCRIPTIONS BEFORE & AFTER ADJUSTMENT
 SEE ATTACHED EXHIBITS

Revised 6-15-92

JOB NO. 15861

CITY OF LOS ANGELES
CALIFORNIA



TOM BRADLEY
MAYOR

DEPARTMENT OF
CITY PLANNING

ROOM 561, CITY HALL
200 N. BRINK ST.
LOS ANGELES, CA 90012-4801

CON HOWE
DIRECTOR

FRANKLIN P. EBERHARD
DEPUTY DIRECTOR

(213) 237-1886

MELANIE S. FALLON
DEPUTY DIRECTOR

ROBERT H. BLITTON
DEPUTY DIRECTOR

(213) 237-1818

FAX (213) 237-0562

CITY PLANNING
COMMISSION
WILLIAM G. LUODY
PRESIDENT
THEODORE STEIN, JR.
VICE-PRESIDENT
LYDIA H. KENNARD
SUZETTE NEIMAN
FERNANDO TORRES-GIL

RAMONA HARO
SECRETARY

(213) 465-5071

DATE: JUN 19 1992

RECEIVED JUN 22 1992

Southern California Rapid
Transit District
425 South Main Street
Los Angeles, CA 90013

Mollenhauer, Higashi and Moore,
Inc.

Attn: Robert Dejerantz
411 West 5th Street, 4th Floor
Los Angeles, CA 90013

Catellus Development Corporation
800 North Alameda Street
Los Angeles, CA 90012

Re: P.M.E.X No. 3827
Zone: [Q]M3-1
District Map No.: 132B217
Council District: 14

In accordance with Section 17.50-B,3(c) of the Los Angeles Municipal Code, the Advisory Agency hereby determines that the division of land adjusting the common lot line between the parcels designated "A", "B", "C" and "D" composed of portions of Tract 10151, portions of Aliso tract and portions of Lot 4 and Lot 5 of Tract 10151, located at Macy and Vignes Street and Santa Ana Freeway, as more specifically shown on the revised plot plan stamp-dated June 18, 1992 attached to our file (Copy attached as Exhibit "A"), is exempt from the provisions of the parcel map regulations, subject to the satisfactory completion of public improvements imposed by the Bureau of Engineering, Land Development and Mapping Division.

This action by the Advisory Agency will not become effective, nor will a building permit be issued for the new parcels, until the following steps are completed:

Step 1: Documents for Drafting Services Section Review Submit the following documents for review by the Drafting Services Section of the City Planning Department, located in Room 605, City Hall:

- a) a copy of this determination letter along with the approved plot plan stamped by the City Planning Department; and
- b) for each parcel, two copies of a completed and notarized "Covenant and Agreement to Hold Property as One Parcel" (Form CP-1844), signed by the owner(s) of record, together with an attached legal description, prepared and stamped by a licensed land surveyor or registered civil engineering, which describes the new parcel boundaries; and
- c) the new grant deed(s) must reflect the property lines and legal description of each new parcel; and

d) copies of the District Map and City Clerk's Map from Room M-76 and M-80, City Hall.

The Drafting Services Section will review these documents for comparison with City records and for technical accuracy.

Step 2: Advisory Agency Approval of "Covenant Agreement to Hold Property as One Parcel" After satisfactory review of the aforementioned documents by the Drafting Services Section, return the documents to the Parcel Map Section, located in Room 655, City Hall, for sign-off of the "Covenant and Agreement to Hold Property as One Parcel" (two copies for each parcel).

Step 3: Record "Covenant and Agreement to Hold Property as One Parcel" and New Grant Deed(s) Record the "Covenant and Agreement to Hold Property as One Parcel" and the new grant deed(s) with the Los Angeles County Registrar-Recorder, located one block away from City Hall in Room 5, Hall of Records, 227 North Broadway, Los Angeles, California 90012. Obtain a minimum of three certified copies of each document recorded.

Step 4: Return Certified Copies of Recorded Documents to Parcel Map Section Return to the Parcel Map Section (Room 655, City Hall) with the certified copies of the recorded documents pursuant to Step 3 above. The Parcel Map Section will retain one set of recorded documents in the subject Parcel Map Exemption file and distribute the other set of documents to the Department of Building and Safety, Cartography Section. (The Department of Building and Safety may also require the termination of existing covenants over the land.)

This exemption from the parcel map regulations does not relieve the owners from other applicable sections of the Municipal Code. The applicants will be held responsible for the correct legal descriptions of all parcels involved. Errors will render the exemption void.

The purpose of filing this map is to adjust the common lot line(s), which is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Article III, Section 1 of the City CEQA Guidelines.

Con Howe
Advisory Agency


GORDON HAMILTON
Deputy Advisory Agency

CH:GH:JE:mjd

Attachments - Exhibit "A" - Map and CP-1844

cc: Department of Building and Safety, Zoning - 2 & 2 Maps
San Pedro, Van Nuys and West Los Angeles - 1 & 1 Map
City Engineer - 2 & 2 Maps
Fire Department - 1
Drafting Services Section 1 & 1 Map and Legal Description

PMX0077.PMP/PRC/MAP/PMEXEMP

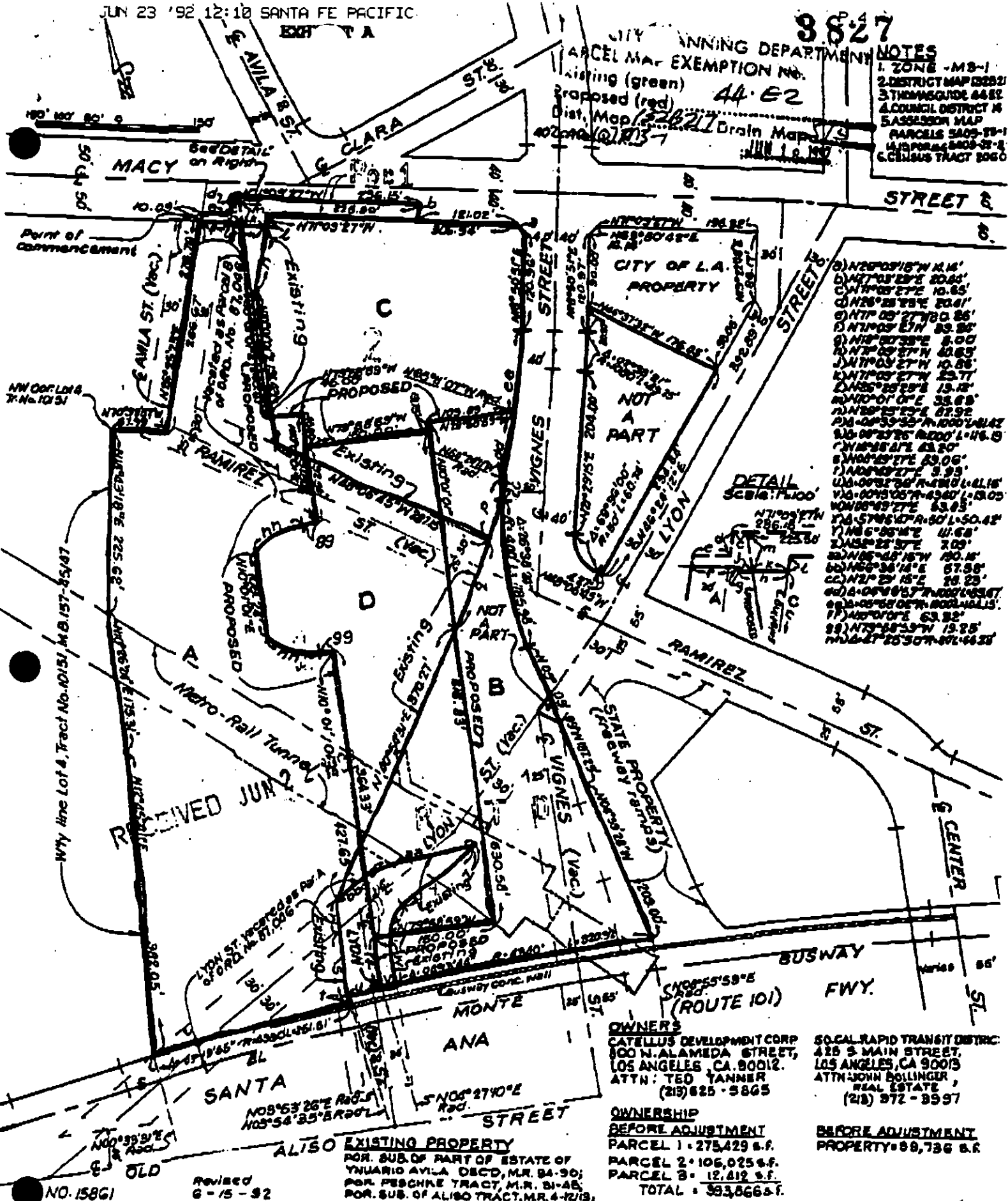
JUN 23 '92 12:10 SANTA FE PACIFIC

EXH T A

3827

CITY PLANNING DEPARTMENT
 PARCEL MAP EXEMPTION NO. 44-62
 Existing (green)
 Proposed (red)
 Dist. Map (2221) Drain Maps (S)
 JUN 18 1992

NOTES
 1. ZONE -MS-1
 2. DISTRICT MAP 02822
 3. THOMAS ROAD 4452
 4. COUNCIL DISTRICT 14
 5. ASSESSOR MAP
 PARCELS 5405-57-1
 14.15 FORM 4805-21-2
 6. CENSUS TRACT 2050



DETAIL SECTION
 1) N10°05'15"W 116.81'
 2) N10°05'15"E 20.44'
 3) N10°05'15"E 10.65'
 4) N10°05'15"E 20.61'
 5) N10°05'15"E 33.26'
 6) N10°05'15"E 40.00'
 7) N10°05'15"E 40.65'
 8) N10°05'15"E 10.86'
 9) N10°05'15"E 23.77'
 10) N10°05'15"E 19.18'
 11) N10°05'15"E 35.68'
 12) N10°05'15"E 67.92'
 13) N10°05'15"E 100.00' (1/4 AC)
 14) N10°05'15"E 116.81'
 15) N10°05'15"E 43.20'
 16) N10°05'15"E 23.06'
 17) N10°05'15"E 3.99'
 18) N10°05'15"E 116.81'
 19) N10°05'15"E 43.20' (1/4 AC)
 20) N10°05'15"E 23.06'
 21) N10°05'15"E 3.99'
 22) N10°05'15"E 116.81'
 23) N10°05'15"E 43.20'
 24) N10°05'15"E 23.06'
 25) N10°05'15"E 3.99'
 26) N10°05'15"E 116.81'
 27) N10°05'15"E 43.20'
 28) N10°05'15"E 23.06'
 29) N10°05'15"E 3.99'

OWNERS
 CATELLUS DEVELOPMENT CORP
 800 N. ALAMEDA STREET,
 LOS ANGELES, CA 90012.
 ATTN: TED TANNER
 (213) 625-5865

SOCAL RAPID TRANSIT DISTRICT
 425 S MAIN STREET,
 LOS ANGELES, CA 90013
 ATTN: JOHN BOLLINGER,
 REAL ESTATE
 (213) 972-9997

OWNERSHIP BEFORE ADJUSTMENT
 PARCEL 1 - 275,429 S.F.
 PARCEL 2 - 106,025 S.F.
 PARCEL 3 - 12,812 S.F.
 TOTAL = 394,266 S.F.

BEFORE ADJUSTMENT PROPERTY = 99,736 S.F.

AFTER ADJUSTMENT
 PARCEL A - 214,037 S.F.
 PARCEL B - 83,293 S.F.

AFTER ADJUSTMENT
 PARCEL C - 80,180 S.F.
 PARCEL D - 104,091 S.F.

LEGAL DESCRIPTIONS BEFORE & AFTER ADJUSTMENT SEE ATTACHED EXHIBITS

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

EXISTING PROPERTY
 POR. SUB. OF PART OF ESTATE OF YNUARIO AVILA OBCO, M.R. 84-30;
 POR. PESCHKE TRACT, M.R. 81-48;
 POR. SUB. OF ALISO TRACT, M.R. 4-12/13;
 POR. BALLESTEROS VINEYARD TRACT, M.R. 1-505/508; POR. CITY LANDS, M.R. 2-804/808; AND POR. TRACT NO. 10181, M.B. 187-48/72

NO. 15861
 Revised 6-15-92

REMEDIATION AGREEMENT

THIS REMEDIATION AGREEMENT, dated as of June 30, 1992, ("Agreement") is made by and between THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation ("RTD"), and CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("Catellus").

RECITALS

A. RTD is the fee owner of two parcels of real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described on Exhibits "A-1" and "A-2", attached hereto and made a part hereof ("Parcel C" and "Parcel D", respectively).

B. Catellus is the fee owner of three parcels of real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described on Exhibits "A-3", "A-4", and "A-5", attached hereto and made a part hereof ("Parcel A", "Parcel B" and the "Triangle Parcel", respectively, all of which are referred to herein, collectively, as the "Catellus Property").

C. Parcels A, B, C and D and the Triangle Parcel, collectively, are referred to herein as the "Gateway Site".

D. Pursuant to the Development Agreement, as hereinafter defined, (1) RTD and Catellus exchanged fee ownership of portions of the Gateway Site and granted and reserved certain rights and easements, (2) Catellus granted certain easements to RTD with respect to certain portions of the Catellus Property, (3) RTD and Catellus have further agreed to develop portions of the Gateway Site with certain improvements, including, but not limited to, public transit facilities, (4) in accordance with paragraph 2.1.15 thereof, the parties agreed to enter into this Remediation Agreement, (5) the transfers described in clause (1) were completed by execution of the "Grant Deeds" (as such term is defined in the Development Agreement), and (6) the transfers described in clause (2) were completed by the execution of the "Public Transit Use Agreement," each by and between RTD and Catellus, dated of even date herewith (the "Closing Date") and recorded in the Official Records of Los Angeles County, California (the "Official Records").

E. In order to complete the exchanges and reservation of rights described in the foregoing Recital D, (1) Catellus conveyed to RTD fee title to the portion of the Gateway Site described on Exhibit "A-6", attached hereto and made a part hereof (the "RTD New Property"), and (2) RTD conveyed to Catellus fee title to the portion of the Gateway Site described on Exhibit "A-7", attached hereto and made a

part hereof (the "Catellus New Property"). The RTD New Property and the Catellus New Property are shown on the map attached hereto as the Exhibit "C".

F. The easements referred to in paragraph D(2) above are defined in the Public Transit Use Agreement as "Public Transit Easements" (and are shown on Exhibit "A-8") (including, without limitation, Public Transit Easements which may hereafter come to be located on the "Additional Land", as such term is defined in the Public Transit Use Agreement), and, together with the easements reserved by RTD pursuant to the Grant Deeds, are collectively referred to herein as the "RTD Easement Areas".

G. Certain easements rights are reserved by Catellus and easements are granted by RTD to Catellus pursuant to the Grant Deeds, including easements for excavation, utility construction and lateral support across Parcels C and D and are hereinafter collectively referred to as the "Catellus Easement Areas".

H. As an integral and material part of the consideration for (1) the exchange of fee ownership described in the foregoing Recital E, and (2) the grant or reservation of easements described in the foregoing Recitals F and G, RTD and Catellus have agreed to apportion responsibility for the Investigation (as hereinafter defined) and Remediation (as hereinafter defined) of Hazardous Materials (as hereinafter defined) in, on, under, about or affecting the Catellus New Property, the Catellus Easement Areas, the RTD New Property and the RTD Easement Areas, pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

1.1 "Agency" or "Agencies" means the California Environmental Protection Agency and all of its sub-entities including without limitation 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 of Los Angeles; 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 entity that has jurisdiction over Hazardous Materials Release as hereinafter defined or the presence, use, storage, transfer, manufacture, licensing, reporting, permitting, analysis disposal or treatment of Hazardous Materials in, on, under,

about or affecting the Catellus New Property, the Catellus Easement Areas, the RTD New Property, and the RTD Easement Areas as the case may be. All references to an Agency or Agencies shall mean and include any successor Agency.

1.2 "Constant Dollars" means the value of a dollar as of the date of this Agreement, using as an index 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. In the event the above described index shall terminate, the parties shall promptly select a reasonably similar index for measurement of Constant Dollars.

1.3 "Development Agreement" means the Development Agreement between RTD and Catellus dated October 30, 1991.

1.4 "Environmental Laws" means any federal, state, or 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, modified or adopted, regulating or relating to Hazardous Materials as hereinafter defined, and all applicable judicial, administrative and regulatory decrees, judgments and orders and common law, including, without limit, those relating to industrial hygiene, safety, health or protection of the environment or the reporting, licensing, permitting, use, presence, transfer, treatment, analysis, generation, manufacture, storage, discharge, release, disposal, transportation, Investigation or Remediation of Hazardous Materials.

1.5 "Hazardous Materials" means any chemical, substance, material, object, condition, waste or combination thereof (i) the presence of which requires Investigation or Remediation under any applicable Environmental Laws; (ii) which is defined as a "hazardous waste", "hazardous substance", "hazardous material", "toxic substance", "pollutant" or "contaminant" under any Environmental Laws; (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise toxic or hazardous and is regulated by any Agency; or (iv) the presence of which on the Catellus New Property, the Catellus Easement Areas, the RTD New Property, or the RTD Easement Areas causes or threatens to cause a nuisance or damage to said properties or to the environment or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about said properties.

1.6 "Investigation" means any actions including, but not limited to, any observation, inquiry, examination, sampling, monitoring, analysis, exploration, research,

inspection, canvassing, questioning, and/or surveying of the Catellus New Property, the Catellus Easement Areas, the RTD New Property, or the RTD Easement Areas or any other affected properties, including the air, soil, surface water, and ground water, and the surrounding population or properties, or any of them pursuant to this Agreement, to characterize or evaluate the nature, extent or impact of Hazardous Materials.

1.7 "Hazardous Materials Release" means any releasing, spilling, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment in violation of or resulting in a violation of applicable Environmental Laws.

1.8 "Remediation" means any of those actions with respect to Hazardous Materials 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 Materials as defined under comparable state and local laws, and/or other cleanup, removal, containment, abatement, recycling, transfer, monitoring, storage, treatment, disposal, closure, restoration or other mitigation or remediation of Hazardous Materials or Hazardous Materials Release required pursuant to this Agreement including, but not limited to, any such actions required or requested by any Agency. Remediation, however, shall not mean dewatering activities, including any removal, treatment and disposal of contaminants from ground water, necessary to complete excavation, construction or development activities on or under the Catellus New Property, the Catellus Easement Areas, the RTD New Property or the RTD Easement Areas.

1.9 "Work Plans" means any schematic, design and/or construction documents establishing the configuration, location, area and design of a proposed work project to be constructed on any portion of the Gateway Site.

1.10 Terms Not Defined. Any initially capitalized term not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Development Agreement.

REPRESENTATIONS AND WARRANTIES

2.1 The term "Section 2.1 Property" means, collectively, the Catellus New Property and those portions of Parcel C and Parcel D which are burdened by the Catellus Easement Areas and which were owned by RTD prior to the Closing Date. RTD represents and warrants (limited to matters or facts actually known to the Joint Headquarters Development Committee

(past and present members) of RTD since its founding in September 1990 including without limitation all RTD personnel who are involved in development of the Gateway Site) to Catellus that as of the Closing Date, except as discussed in the reports listed in Exhibits "B-1" and "B-2" attached hereto, copies of which have been delivered to Catellus: (a) no lien has been imposed on the Section 2.1 Property by any Agency in connection with the presence on or off the Section 2.1 Property of any Hazardous Materials; and (b) RTD has not: (i) entered into or been subject to any consent decree, compliance order, or administrative order with respect to the Section 2.1 Property or any facilities or operations thereon; (ii) received notice under the citizen suit provision of any Environmental Laws in connection with the Section 2.1 Property or any facilities or operations thereon; (iii) received any request for information, notice, demand letter, administrative inquiry, or formal or informal complaint or claim with respect to any Hazardous Materials or Hazardous Materials Release relating to the Section 2.1 Property or any facilities or operations thereon, and RTD has no reason to believe that any such request will be forthcoming; or (iv) received notice that the Section 2.1 Property has been included in any list prepared by any Agency because of the presence or suspected presence of Hazardous Materials.

2.2 The term "Section 2.2 Property" means, collectively, the RTD New Property and those portions of Parcel A, Parcel B and the Triangle Parcel which are burdened by the RTD Easement Areas and which were owned by Catellus prior to the Closing Date. Catellus represents and warrants (limited to matters or facts actually known to its officers and directors and personnel involved in development of the Gateway Site not including knowledge or matters of fact known to any personnel of its predecessor, Santa Fe Pacific Corporation, unless actually known also to such officers and directors of Catellus) to RTD that as of the Closing Date, except as discussed in the reports listed in Exhibits "B-1" and "B-2" attached hereto, copies of which have been delivered to RTD: (a) no lien has been imposed on the Section 2.2 Property by any Agency in connection with the presence on or off the Section 2.2 Property of any Hazardous Materials; and (b) Catellus has not: (i) entered into or been subject to any consent decree, compliance order, or administrative order with respect to the Section 2.2 Property or any facilities or operations thereon; (ii) received notice under the citizen suit provision of any Environmental Laws in connection with the Section 2.2 Property or any facilities or operations thereon; (iii) received any request for information, notice, demand letter, administrative inquiry, or formal or informal complaint or claim with respect to any Hazardous Materials relating to

the Section 2.2 Property or any facilities or operations thereon, and Catellus has no reason to believe that any such request will be forthcoming; or (iv) received notice that the Section 2.2 Property has been included in any list prepared by any Agency because of the presence or suspected presence of Hazardous Materials.

THE CATELLUS NEW PROPERTY

3.1 Responsibility for First Million Dollars of Investigation and Remediation Costs. RTD shall pay to Catellus the first ONE MILLION DOLLARS (\$1,000,000.00) (measured in Constant Dollars) of Investigation and Remediation costs and expenses with respect only to the Catellus New Property, as more fully set forth in Section 3.2. RTD's obligations under this Section 3.1 and Section 3.2 shall apply only to Remediation and Investigation of Hazardous Materials or Hazardous Materials Release located on the Catellus New Property prior to the Closing Date. RTD's obligations under this paragraph shall terminate and have no further effect upon the earlier of (i) twelve (12) years after the Closing Date or (ii) completion of excavation and construction of all of the Catellus New Property.

3.2 Cleanup Responsibility. In the event Investigation or Remediation shall be required on the Catellus New Property, Catellus may carry out the Investigation or Remediation; provided, however, if the Investigation or Remediation performed by Catellus is with respect to a condition for which RTD has agreed to be responsible under paragraph 3.1, RTD shall pay only the portion of the costs and expenses of Investigation or Remediation required to meet the minimum cleanup standards approved by the Agency or Agencies and such payment shall in no event exceed the amount specified in paragraph 3.1. Alternatively, RTD shall, at Catellus' request and at RTD's sole expense subject to the limitations of paragraph 3.1, conduct all soils, surface or ground water or other Investigations, studies, sampling, and testing and undertake and complete all Remediation, except actions required by an Agency necessary to contain, Investigate, Remediate, and/or remove all Hazardous Materials from, on, in, under, or affecting or otherwise resulting from operations or activities on the Catellus New Property, which operations or activities shall have occurred on or before the Closing Date. All Investigation and Remediation described in the preceding sentence shall be carried out in accordance with applicable Environmental Laws and in accordance with the orders, directives, and guidelines of all Agencies, if such action is required by any Agency after all administrative and judicial

reviews and appeals have been exhausted (but without any obligation upon either party to pursue such reviews and appeals); except for those Hazardous Materials which impact the Catellus New Property as a result of any acts or omissions of Catellus or its agents, successors or assigns after the Closing Date. Any administrative or judicial reviews or other appeals challenging any governmental requirement for Investigation or Remediation shall not extinguish, postpone, delay, toll or otherwise affect RTD's obligations under this Agreement.

3.3 Notice of Cleanup. Catellus agrees to give prompt written notice to RTD with respect to any Investigation or proposed Remediation activities, and costs and expenses estimated and actually incurred, covered in paragraphs 3.1 and 3.2.

3.4 Authority and Enforcement. RTD hereby represents and warrants that the execution and delivery of this Agreement, and the obligations assumed, have been duly authorized by all necessary corporate action, and will not conflict with, result in any violation of, or constitute a default under, any provision of any agreement or other instrument binding upon or applicable to RTD, or any present law or governmental regulation or court decree applicable to RTD. RTD expressly waives any defense to the enforcement of any provision of this Agreement arising from a claim of lack of consideration, and warrants that this Agreement constitutes a legal, valid and binding obligation upon RTD, enforceable against RTD in accordance with its terms.

THE RTD NEW PROPERTY

4.1 Responsibility for First Million Dollars of Investigation and Remediation Costs. Catellus shall pay to RTD the first ONE MILLION DOLLARS (\$1,000,000.00) (measured in Constant Dollars) of Investigation and Remediation costs and expenses with respect only to the RTD New Property, as more fully set forth in Section 4.2. Catellus' obligations under this Section 4.1 and Section 4.2 shall apply only to Remediation and Investigation of Hazardous Materials or Hazardous Material Release located on the RTD New Property prior to the Closing Date. Catellus' obligations under this paragraph shall terminate and have no further effect upon the earlier of (i) twelve (12) years after the Closing Date or (ii) completion of excavation and construction of all of the RTD New Property.

4.2 Cleanup Responsibility. In the event Investigation or Remediation shall be required on the RTD New Property, RTD may carry out the Investigation or Remediation; provided, however, that if the Investigation or Remediation performed by RTD is with respect to a condition for which

Catellus has agreed to be responsible under paragraph 4.1, Catellus shall pay only the portion of the costs and expenses of Investigation or Remediation required to meet the minimum cleanup standards approved by the Agency or Agencies and such payment shall in no event exceed the amount specified in paragraph 4.1. Alternatively, Catellus shall, at RTD's request and at Catellus' sole expense, subject to the limitations of paragraph 4.1, conduct all soils, surface or ground water or other Investigations, studies, sampling, and testing and undertake and complete all Remediation required by an Agency necessary to contain, Investigate, Remediate, and/or remove all Hazardous Materials from, on, in, under, or affecting or otherwise resulting from operations or activities on the RTD New Property, which operations or activities shall have occurred on or before the Closing Date. All Investigation and Remediation described in the preceding sentence shall be carried out in accordance with applicable Environmental Laws and in accordance with the orders, directives, and guidelines of all Agencies, if such action is required by any Agency after all administrative and judicial reviews and appeals have been exhausted (but without any obligation upon either party to pursue such reviews and appeals); except those Hazardous Materials which impact the RTD New Property as a result of any acts or omissions of RTD or its agents, successors or assigns after the Closing Date. Any administrative or judicial reviews or other appeals challenging any governmental requirement for Investigation or Remediation shall not extinguish, postpone, delay, toll or otherwise affect Catellus' obligations under this Agreement.

4.3 Notice of Claim. RTD agrees to give prompt written notice to Catellus with respect to any Investigation or proposed Remediation activities, and costs and expenses estimated and actually incurred, covered in paragraphs 4.1 and 4.2.

4.4 Authority and Enforcement. Catellus hereby represents and warrants that the execution and delivery of this Agreement, and the obligations assumed, have been duly authorized by all necessary corporate action, and will not conflict with, result in any violation of, or constitute a default under, any provision of any agreement or other instrument binding upon or applicable to Catellus, or any present law or governmental regulation or court decree applicable to Catellus. Catellus expressly waives any defense to the enforcement of any provision of this Agreement arising from a claim of lack of consideration, and warrants that this Agreement constitutes a legal, valid and binding obligation upon Catellus, enforceable against Catellus in accordance with its terms.

THE CATELLUS EASEMENT AREAS AND THE RTD EASEMENT AREAS

5.1 Cleanup Responsibility. Catellus shall be responsible for Investigation and Remediation costs and expenses attributable to the excavation of soil on the Catellus Easement Areas, of whatever nature, type or source, and for all dewatering activities, but in each case only to the extent necessary to physically construct any proposed project consistent with the Work Plans therefor and not for any soil impacted by Hazardous Materials or Hazardous Materials Release required to be removed for any other purpose. To mitigate anticipated costs and expenses arising from such Investigation and Remediation, Catellus may redesign that portion of the project related to the area(s) of soil requiring Remediation subject to RTD's prior consent, but only to the extent RTD's consent is required for the original Work Plans, which consent shall not be unreasonably withheld or delayed.

5.2 Cleanup Responsibility. RTD shall be responsible for Investigation and Remediation costs and expenses attributable to the excavation of soil on the RTD Easement Areas, of whatever nature, type or source, and for all dewatering activities, but in each case only to the extent necessary to physically construct any proposed project consistent with the Work Plans therefor and not for any soil impacted by Hazardous Materials or Hazardous Materials Release required to be removed for any other purpose. To mitigate anticipated costs and expenses arising from such Investigation and Remediation, RTD may redesign that portion of the project related to the area(s) of soil requiring Remediation subject to Catellus' prior consent, but only to the extent Catellus' consent is required for the original Work Plans, which consent shall not be unreasonably withheld or delayed.

5.3 Soil Excavation-Status as Generator. For the limited purpose of excavation, treatment, storage, Remediation, removal, transportation and disposal of soil from the Catellus New Property, the RTD New Property, the Catellus Easement Areas and the RTD Easement Areas, the party responsible for soil excavation as set forth in this Agreement shall be deemed the "Generator". If after the Closing Date it becomes necessary to obtain or utilize a federal Environmental Protection Agency identification number, or to handle, treat, store, transport or dispose of contaminated soil or any other purpose, then the Generator shall have the sole and exclusive responsibility under Environmental Laws with respect to the contaminated soil, and that party shall designate itself as the Generator of such soil in any agreement or document executed by such party in connection with its treatment, removal, transportation or disposal.

GENERAL PROVISIONS

8. Remedies Cumulative. With the exception of the limitations on the assumption of liability by RTD in paragraphs 3.1 and 3.2 and Catellus in paragraphs 4.1 and 4.2, respectively, of certain Investigation and Remediation obligations, nothing in this Agreement shall limit any party from pursuing any remedy available at law or equity, or from enforcing any right or obligation arising under federal, state, local or common law.

9. Notices. Any notice or other communication required or desired to be given hereunder shall be given in writing by personal delivery or by express courier service or by certified mail, return receipt requested and postage prepaid, addressed as set forth below. All notices and demands given by personal delivery or by express courier service shall be effective upon receipt; all notices given by mail shall be effective on the second business day after mailing.

If to Catellus:

Catellus Development Corporation
800 North Alameda Street
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: David J. Lewis, Esq.

If to RTD:

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 West Fifth Street, Suite 4600
Los Angeles, California 90013-1025
Attention: Real Estate Notices
[DF/058995-004-012]

The parties may give written notice hereunder of a change of name or address, and notices to that party shall thereafter be given as directed in that notice.

10. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and shall inure to the benefit of successors and assigns, except for the obligations in Sections 3.1 or 4.1, which shall remain the obligation of the particular parties hereto burdened thereby, shall not run with the land and shall not be transferable to successors and assigns nor binding on such successors and assigns unless modified in accordance with the terms of the following paragraph 15.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. Professional Fees. In the event of any litigation involving the parties to enforce any provision of this Agreement, to enforce any remedy hereunder, or to seek a declaration of the rights of either party, the prevailing party shall be entitled to recover from the other such attorney, consultant and expert witness fees and litigation, consulting, and analytical costs as may be reasonably incurred.

13. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the subject matter of this Agreement and supersedes all prior understandings and agreements, whether oral or in writing, between the parties respecting the subject matter of this Agreement.

14. Severability. If any term, covenant, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby, except that any such provision held not to bind one party to this Agreement shall automatically also not bind the other party hereto.

15. Modification; Waiver. This Agreement may be changed, modified or discharged only by an agreement in writing signed by both parties. Except as expressly set forth in this Agreement, no claim of waiver, modification, or acquiescence with respect to any of the provisions of this Agreement shall be made against either party, except on the basis of a written instrument executed by and on behalf of both parties. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by it of any other covenant, condition or promise. The waiver by either or both parties at the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

16. Good Faith. Notwithstanding anything to the contrary contained in this Agreement, RTD and Catellus agree and acknowledge that they are entering into this Agreement in reliance on the other party's agreement to use "good faith" in carrying out the terms of the Agreement and in the exercise of all of their respective rights and obligations hereunder. Accordingly, (i) whenever the consent, approval, notice, authorization, certification, preparation of scopes of work and reports, comments and objections, or other actions of either party (collectively "Approvals") is required or taken hereunder except as otherwise specifically provided for herein, such Approvals shall not be unreasonably withheld or unduly delayed and (ii) whenever any request is made by RTD or Catellus for documents or information, or request is made to RTD or Catellus to take some specific action (collectively "Request"), such Request shall not be unreasonably made and, in connection with all of the foregoing, all actions by RTD or Catellus hereunder shall take into account the sophistication of the parties, the complexity of the transaction, and the parties hereto shall act

in a manner consistent with the standards by which similar parties would act under the circumstances.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written.

RTD:

THE SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT,
a public corporation

By: Arthur T. Leahy
Name: _____
Title: _____

CATELLUS:

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: Ted Tanner
Name: TED TANNER
Title: VICE PRESIDENT DEVELOPMENT

EXHIBITS

- A-1 PARCEL C
- A-2 PARCEL D
- A-3 PARCEL A
- A-4 PARCEL B
- A-5 TRIANGLE PARCEL (PARCEL E)
- A-6 RTD NEW PROPERTY
- A-7 CATELLUS NEW PROPERTY
- A-8 PUBLIC TRANSIT EASEMENTS
- B-1 LIST OF INVESTIGATION REPORTS WITH RESPECT TO THE
CATELLUS NEW PROPERTY AND CATELLUS EASEMENT AREAS
PREVIOUSLY OWNED BY RTD
- B-2 LIST OF INVESTIGATION REPORTS WITH RESPECT TO THE RTD
NEW PROPERTY AND RTD EASEMENT AREAS PREVIOUSLY OWNED
BY CATELLUS
- C MAP OF NEW PROPERTIES

EXHIBIT "A-1"

Parcel C

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2651

Revised March 6, 1992

PARCEL C AFTER ADJUSTMENT

1 Those portions of the Subdivision of a Part of the Estate of Ymario 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

MOLLENHAUER, HIGASHI & MOORE, INC.
LAND SURVEYORS  CIVIL ENGINEERS
411 West Fifth Street, Los Angeles, California 90013
Phone (213) 624-2661

Revised March 6, 1992

1. PARCEL C AFTER ADJUSTMENT (CONTINUED)
2. curve to said point having a bearing of South $65^{\circ} 11' 07''$ East; thence
3. northerly along said curve, through a central angle of $05^{\circ} 58' 02''$ 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 $18^{\circ} 50' 51''$ East 120.96 feet and North $26^{\circ} 09' 18''$
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 $71^{\circ} 09' 27''$ 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 $27^{\circ} 03'$
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 $71^{\circ} 09' 27''$ 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 $10^{\circ} 01' 01''$
20. West 240.67 feet"; thence along said prolongation South $10^{\circ} 01' 01''$ 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

EXHIBIT "A-2"

Parcel D



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

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS



CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2681

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  ANAL LAND

EXHIBIT "A-3"

Parcel A

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 A AFTER ADJUSTMENT

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

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

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Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

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

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411 West Fifth Street, Los Angeles, California 90013

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Revised March 6, 1992

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

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411 West Fifth Street, Los Angeles, California 90013

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Revised March 6, 1992

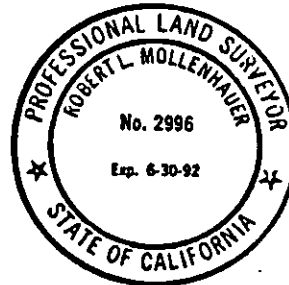
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PARCEL A AFTER ADJUSTMENT (CONTINUED)

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

Containing 214,037 square feet

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



Robert L. Mollenhauer

Robert L. Mollenhauer, PLS No. 2996

EXHIBIT "A-4"

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 $18^{\circ} 56' 50''$ West
20 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the
21 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official
22 Records, in said office of the County Recorder; thence along a westerly and
23 southerly lines of said Parcel 3 South $18^{\circ} 50' 33''$ West 3.00 feet and South 71°
24 $09' 27''$ East 10.86 feet; thence along a line parallel with the centerline of
25 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,
26 South $10^{\circ} 01' 01''$ West 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet;
27 thence South $10^{\circ} 01' 01''$ West 45.00 feet to Point "A" for purposes of this
28 description; thence South $70^{\circ} 53' 50''$ East 45.00 feet; thence North 70°

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°
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 400.00 feet to said southerly terminus.

Revised June 15, 1992

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

12
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14
15 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
16 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
17 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.
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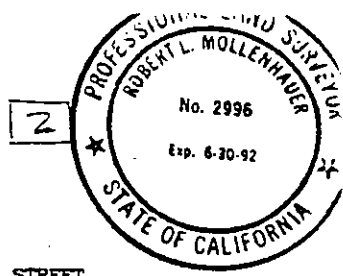
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26
27 Robert L. Mollenhauer, PLS No. 2996

EXHIBIT "A-5"

Parcel E

(Triangle Parcel)

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

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(PARCEL 2 OF CHICAGO TITLE REPORT NO. 9134042)

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

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

Containing 31,187 square feet

EXHIBIT "A-6"

RTD New Property

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

April 2, 1992

CATELLUS GRANT TO SCRIPD

9

PARCEL 1

1 Those portions of Tract No. 10151, in the City of Los Angeles, in the
2 County of Los Angeles, State of California, as per map recorded in Book
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County
4 Recorder of said County, together with those portions of the "Subdivision
5 of a Part of the Estate of Ynuario Avila Dec'd" in said City, County and
6 State, as per map recorded in Book 34, Page 90 of Miscellaneous Records,
7 in said Recorder's Office, together with those portions of Peschke Tract
8 in said City, County and State, as per map recorded in Book 31 Page 45 of
9 Miscellaneous Records in said Recorder's Office, together with those
10 portions of the "Subdivision of the Aliso Tract", in said City, County and
11 State, as per map recorded in Book 4, Pages 12 and 13 of Miscellaneous
12 Records, in said Recorder's Office, and together with those portions of
13 City Lands of Los Angeles, in said City, County and State, as shown on map
14 recorded in Book 2, Pages 504 and 505 of Miscellaneous Records, in said
15 Recorder's Office, described as a whole as follows:

9 Beginning at a point in the southwesterly line of Macy Street (80.00 feet
10 wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet
11 from the most northerly corner of Lot "B" of said Tract No. 10151, said
12 point also being the most northerly corner of the land as described in the
13 deed to the City of Los Angeles, recorded August 28, 1936, as Instrument
14 No. 5, in Book 14393, Page 61 of Official Records of said County; thence
15 northwesterly along said southwesterly line and its northwesterly
16 prolongation to the easterly line of Lot 1 of said Subdivision of a Part
17 of the Estate of Ynuario Avila Dec'd; thence northerly along said easterly
18 line to the northeast corner of said Lot 1; thence westerly along the
19 northerly lines of Lots 1 to 5 inclusive of said Subdivision of a Part of
20 the Estate of Ynuario Avila Dec'd and its prolongation thereof to the
21 northwest corner of said Lot 5; thence southerly along the westerly line
22 of said Lot 5 to the southeasterly prolongation of the northeasterly line
23 of Lot "A" of said Tract No. 10151; thence northwesterly along said
24 prolongation to the centerline of Avila Street (60.00 feet wide) as shown
25 on said Tract No. 10151; thence southwesterly along said centerline and
26 its southwesterly prolongation to the easterly prolongation of the most
27 northerly line of Lot 4 of said Tract No. 10151, shown on the map of said
Tract as having a bearing and distance of "North 70° 32' 30" West 37.76
feet"; thence westerly along said last mentioned prolongation and said
most northerly line to the westerly terminus of said most northerly line;
thence southerly along the westerly lines of said Lot 4 and along the
southerly prolongation of the most southerly west line of said Lot 4 to an
intersection with that certain curve in the northerly boundary of the land
described in Parcel 71955-1 (Amended) in the Final Order of Condemnation
entered in the Los Angeles County Superior Court Case No. C416021, a
certified copy of which was recorded March 11, 1987, as Instrument No.
87-366265 of Official Records of said County, having a radius of 4330.00
and being concave southerly; thence easterly along said curve to the
westerly line of the land as described in the deed to the City of Los
Angeles, recorded April 12, 1937, as Instrument No. 1137, in Book 14861,
Page 261 of Official Records of said County; thence northerly along said
westerly line and its prolongation thereof to the easterly line of the
land as described in Parcel "A" in the City of Los Angeles Ordinance No.
87046 on file in the Clerk's Office of said City; thence northerly along
said easterly line to the most westerly corner of the land as described in
Parcel 2 in the deed to the City of Los Angeles, recorded December 28,

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

April 2, 1992

1 CATELLUS GRANT TO SCRTD (CONTINUED)

2 Los Angeles; thence northerly and northwesterly along the northwesterly
3 lines of said hereinabove first mentioned deed to the City of Los Angeles,
4 to the point of beginning.

5 EXCEPT THEREFROM that portion of said land within the following described
6 property:

7 Beginning at a point in the southwesterly line of Macy Street (80.00 feet
8 wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet
9 from the most northerly corner of Lot "B" of said Tract No. 10151, said
10 point also being the most northerly corner of the land as described in the
11 deed to the City of Los Angeles, recorded August 28, 1936, as Instrument
12 No. 5, in Book 14393, Page 61 of Official Records of said County; thence
13 northwesterly along said southwesterly line to the northwesterly line of
14 Lot 4 of said Subdivision of a Part of the Estate of Ynuario Avila Dec'd;
15 thence southwesterly along said northwesterly line to a line that is
16 parallel with and distant 1239.00 feet easterly, measured at right angles,
17 from the centerline of Alameda Street (96.00 feet wide) as shown on said
18 Tract No. 10151; thence southerly along said parallel line to the
19 southwesterly line of Lot 8 of said Subdivision of a Part of the Estate of
20 Ynuario Avila Dec'd; thence southeasterly along the southwesterly line of
21 Lots 8, 9, 10, 11 and 12 of said Subdivision of a Part of the Estate of
22 Ynuario Avila Dec'd to and along the southwesterly line of Lot 5 of said
23 Tract No. 10151 to the northwesterly line of the land as described in
24 Parcel 1 in the deed to the City of Los Angeles, recorded December 28,
25 1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records
26 of said County; thence northeasterly and northerly along said
27 northwesterly line to the most southerly corner of said hereinabove first
mentioned deed to the City of Los Angeles; thence northerly and
northwesterly along the northwesterly lines of said hereinabove first
mentioned deed to the City of Los Angeles to the point of beginning.

18 PARCEL 2

19 Those portions of Tract No. 10151, in the City of Los Angeles, in the
20 County of Los Angeles, State of California, as per map recorded in Book
21 157, Pages 45 to 47 inclusive of Maps, in the office of the County
22 Recorder of said County, together with those portions of the "Subdivision
23 of a Part of the Estate of Ynuario Avila Dec'd" in said City, County and
24 State, as per map recorded in Book 34, Page 90 of Miscellaneous Records,
25 in said Recorder's Office and together with those portions of the Peschke
26 Tract in said City, County and State, as per map recorded in Book 31,
27 Page 45 of Miscellaneous Records, in said Recorder's Office, described as
a whole as follows:

24 Beginning at a point in the southwesterly line of Macy Street (80.00 feet
25 wide) as shown on said Tract No. 10151, distant northwesterly 23.18 feet
26 from the most northerly corner of Lot "B" of said Tract No. 10151, said
27 point also being the most northerly corner of the land as described in the
deed to the City of Los Angeles, recorded August 28, 1936, as Instrument
No. 5, in Book 14393, Page 61 of Official Records of said County; thence
northwesterly along said southwesterly line to the northwesterly line of

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYDERS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

April 2, 1992

1 CATELLUS GRANT TO SCRID (CONTINUED)

2 Parcel 1 in the deed to the City of Los Angeles recorded December 28,
3 1945, as Instrument No. 1224, in Book 22651, Page 63 of Official Records
4 of said County; thence northeasterly and northerly along said
5 northwesterly line to the most southerly corner of said hereinabove first
6 mentioned deed to the City of Los Angeles; thence northerly and
7 northwesterly along the northwesterly lines of said hereinabove first
8 mentioned deed to the City of Los Angeles to the point of beginning.

9 PARCEL 3:

10 Those portions of the Subdivision of the Aliso Tract, in the City of Los
11 Angeles, County of Los Angeles, State of California, as per map recorded
12 in Book 4 Pages 12 and 13 of Maps, in the office of the County Recorder of
13 said County, together with those portions of the City Lands, in said City,
14 County and State, as map recorded in Book 2 Pages 504 and 505 of
15 Miscellaneous Records, in said Recorder's Office, described as a whole as
16 follows:

17 Beginning at the intersection of the westerly continuation of the
18 northerly line of the land as described in Parcel No. 71779-1, in the
19 Final Order of Condemnation entered in Los Angeles County Superior Court
20 Case No. C447627, a certified copy of which was recorded March 29, 1988 as
21 Document No. 88-422827 of Official Records of said County, with the
22 westerly line of the land as described in the deed to the City of Los
23 Angeles recorded April 12, 1937 as Instrument No. 1137 in Book 14861 Page
24 261 of Official Records of said County; thence along said westerly line
25 and its prolongation thereof, North 08° 49' 27" East 79.12 feet to the
26 easterly line of the land as described in Parcel "A", in the City of Los
27 Angeles, Ordinance No. 87046 on file in the Clerk's Office of said City;
thence along said easterly line North 14° 46' 41" East 43.20 feet to the
most westerly corner of the land as described in Parcel 2, in the deed to
the City of Los Angeles recorded December 28, 1945 as Instrument No. 1224
in Book 22651 Page 63 of Official Records of said County, said most
westerly corner also being a point in the southeasterly line of Lot 4 of
Tract No. 10151, as per map recorded in Book 157 Pages 45 to 47 inclusive
of Maps, in said Recorder's Office; thence along said southeasterly line
North 66° 36' 14" East 57.58 feet to the westerly prolongation of the
southerly line of the land as described in the deed to the City of Los
Angeles, recorded June 27, 1899 as Instrument No. 31 in Book 1253 Page 114
of Deeds, in said Recorder's Office; thence along said prolongation, South
86° 48' 15" East 130.14 feet to the southeast corner of said last
mentioned deed to the City of Los Angeles; thence along the prolongation
of the southeasterly line of said last mentioned deed to the City of Los
Angeles, South 52° 22' 37" West 7.09 feet to the northeasterly
prolongation of the southeasterly line of the land as described in the
deed to the City of Los Angeles, recorded June 27, 1899 as Instrument No.
28 in Book 1298 Page 307 of Deeds, in said Recorder's Office; thence along
29 said last mentioned southeasterly line and its prolongation thereof,
30 South 66° 36' 14" West 111.68 feet to the beginning of a tangent curve
31 concave southeasterly and having a radius of 50.00 feet in the
32 southeasterly line of the land as described in the Final Order of
33 Condemnation entered in Los Angeles County Superior Court Case No. 424455

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2651

April 2, 1992

1 CATELLUS GRANT TO SCRIPD (CONTINUED)

2 described in Parcel No. 71779-1 in said hereinabove first mentioned Final
3 Order of Condemnation, a radial line that bears North $04^{\circ} 42' 15''$ West to
4 said last mentioned point; thence westerly along the continuation of said
last mentioned curve, through a central angle of $00^{\circ} 47' 40''$, an arc
distance of 60.19 feet to the point of beginning.

5 EXCEPT FROM the land described in said parcels 1, 2 and 3, any portions of
6 said parcels outside the total exterior boundaries of the following
described two adjoining parcels of land known as Parcels C and D.

7 PARCEL C

8 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila
9 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of
California, as per map recorded in Book 34, Page 90 of Miscellaneous
10 Records, in the office of the County Recorder of said County; those
portions of the Peschke Tract, in said City, County and State, as per map
11 recorded in Book 31, Page 45 of said Miscellaneous Records; that portion
of Lot 5 of Tract No. 10151, in said City, County and State, as per map
12 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's
Office; and those portions of City Lands, in said City, County and State,
13 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous
Records, described as a whole as follows:

14 Commencing at the intersection of the easterly prolongation of the
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;
thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
16 northerly terminus of that certain course having a bearing and distance of
"South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
Book 14076, Page 324 of Official Records, in said office of the County
18 Recorder; thence along a westerly and 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 to
19 the TRUE POINT OF BEGINNING; thence along a line parallel with the
centerline of Alameda Street, 96 feet wide, as shown on the map of said
20 Tract No. 10151, South $10^{\circ} 01' 01''$ West 240.67 feet; thence South
 $79^{\circ} 58' 59''$ East 45.00 feet; thence South $10^{\circ} 01' 01''$ West 45.00 feet;
21 thence South $79^{\circ} 58' 59''$ East 150.00 feet; thence North $10^{\circ} 01' 01''$ East
13.75 feet; thence South $79^{\circ} 58' 59''$ East 109.89 feet to a point in the
22 westerly line of the land as described in Parcel 1 of the deed to the City
of Los Angeles recorded December 28, 1945, in Book 22651, Page 63 of
23 Official Records, in said office of the County Recorder being a curve
concave westerly and having a radius of 1000.00 feet, a radial of said
24 curve to said point having a bearing of South $65^{\circ} 11' 07''$ East; thence
northerly along said curve, through a central angle of $05^{\circ} 58' 02''$ an arc
25 distance of 104.15 feet to the northerly terminus of said curve at the
most southerly corner of the land as described in the deed to the City of
26 Los Angeles recorded August 28, 1936, in Book 14393, Page 61 of said
Official Records; thence along the northwesterly lines of said last
27 mentioned deed North $18^{\circ} 50' 51''$ East 120.96 feet and North $26^{\circ} 09' 18''$
West 14.14 feet to a point in the westerly prolongation of the northerly

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

April 2, 1992

1 CATELLUS GRANT TO SCRIBD (CONTINUED)

2 West 240.67 feet"; thence along said prolongation South $10^{\circ} 01' 01''$ West
3 33.63 feet to the TRUE POINT OF BEGINNING.

4 PARCEL D

5 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila
6 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of
7 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,
8 in the office of the County Recorder of said County; those portions of Lots 4
9 and 5 of Tract No. 10151, in said City, County and State, as per map recorded
10 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;
11 those portions of Block "D" of the Subdivision of the Aliso Tract, in said
12 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said
13 Miscellaneous Records; those portions of the Subdivision of the Ballesteros
14 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,
15 Pages 505 and 506 of said Miscellaneous Records; and those portions of City
16 Lands, in said City, County and State, as per map recorded in Book 2, Pages
17 504 and 505 of said Miscellaneous Records, described as a whole as follows:

18 Commencing at the intersection of the easterly prolongation of the southerly
19 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,
20 60 feet wide, as shown on the map of said Tract No. 10151; thence along said
21 prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the northerly terminus of
22 that certain course having a bearing and distance of "South $18^{\circ} 56' 50''$ West
23 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the
24 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of
25 Official Records, in said office of the County Recorder; thence along a
26 westerly and southerly lines of said Parcel 3 South $18^{\circ} 50' 33''$ West 3.00 feet
27 and South $71^{\circ} 09' 27''$ East 10.86 feet; thence along a line parallel with the
28 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract
29 No. 10151, South $10^{\circ} 01' 01''$ West 240.67 feet; thence South $79^{\circ} 58' 59''$ East
30 45.00 feet; thence South $10^{\circ} 01' 01''$ West 45.00 feet to the TRUE POINT OF
31 BEGINNING; thence continuing South $10^{\circ} 01' 01''$ West 92.50 feet; thence North
32 $79^{\circ} 58' 59''$ West 19.25 feet to the beginning of a tangent curve concave
33 southeasterly and having a radius of 80.00 feet; thence southwesterly along
34 said curve through a central angle of $47^{\circ} 25' 50''$ an arc distance of 66.23
35 feet to a line parallel with and distant 58.92 feet westerly, measured at
36 right angles, from the southerly prolongation of that certain course
37 described above as having a bearing and distance of "South $10^{\circ} 01' 01''$
38 West 92.50 feet"; thence along said parallel line South $10^{\circ} 01' 01''$ West
39 108.24 feet to the beginning of a non-tangent curve concave northeasterly
40 and having a radius of 80.00 feet, said curve being tangent at its
41 easterly terminus to a line parallel with and distant 160.00 feet
42 southerly, measured along said last mentioned southerly prolongation, from
43 that certain course described above as having a bearing and distance of
44 "North $79^{\circ} 58' 59''$ West 19.25 feet", said easterly terminus being distant
45 19.25 feet westerly along said parallel line from the intersection of said
46 parallel line with said southerly prolongation; thence southeasterly
47 along said last mentioned curve through a central angle of $47^{\circ} 25' 50''$ an
48 arc distance of 66.23 feet to said easterly terminus; thence tangent to
49 said curve along said last mentioned parallel line South $79^{\circ} 58' 59''$ East
50 19.25 feet to said southerly prolongation; thence continuing along said

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LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013.

Phone (213) 624-2661

April 2, 1992

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CATELLUS GRANT TO SCRIBD (CONTINUED)

FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.


Robert L. Mollenhauer, PLS No. 2996

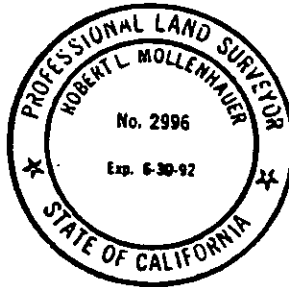


EXHIBIT "A-7"

Catellus New Property

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

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Revised June 15, 1992

SCRIPD GRANT TO CAPELLUS

1 Those portions of Lots 4 and 5 of Tract No. 10151, in the City of Los
2 Angeles, County of Los Angeles, State of California, as per map recorded
3 in Book 157 Pages 45 to 47 inclusive of Maps, in the office of the County
4 Recorder of said County, together with that portion of Ramirez Street
5 (formerly known as Ramirez Street Extension, 60.00 feet wide) as shown and
6 dedicated on map of Subdivision of a Part of the Estate of Ynuario Avila,
7 Deceased, in said City, County and State, as per map recorded in Book 34
8 Page 90 of Miscellaneous Records, in said Recorder's Office, together with
9 those portions of the Subdivision of the Aliso Tract, in said City, County
and State, as per map recorded in Book 4 Pages 12 and 13 of Miscellaneous
Records, in said Recorder's Office; together with those portions of the
Subdivision of the Ballesteros Vineyard Tract, in said City, County and
State, as per map recorded in Book 1 Pages 505 and 506 of Miscellaneous
Records, in said Recorder's Office; and together with those portions of
City Lands, in said City, County and State, as per map recorded in Book 2
Pages 504 and 505 of Miscellaneous Records, in said Recorder's Office,
described as a whole as follows:

10 Beginning at the most westerly corner of the land as described in Parcel 2
11 in the deed to the City of Los Angeles, recorded December 28, 1945 as
12 Instrument No. 1224 in Book 22651 Page 63, Official Records of said
13 County, said most westerly corner also being a point in the southeasterly
14 line of Lot 4 of said Tract No. 10151, as per map recorded in Book 157
15 Pages 45 to 47 inclusive of Maps, in said Recorder's Office; thence along
16 said southeasterly line, North $66^{\circ} 36' 14''$ East 57.58 feet to the westerly
17 prolongation of the southerly line of the land as described in the deed to
18 the City of Los Angeles, recorded June 27, 1899 as Instrument No. 31 in
19 Book 1253 Page 114 of Deeds, in said Recorder's Office; thence along said
20 prolongation, South $86^{\circ} 48' 15''$ East 130.14 feet to the southeast corner
21 of said last mentioned deed to the City of Los Angeles; thence along the
22 prolongation of the southeasterly line of said last mentioned deed to the
23 City of Los Angeles, South $52^{\circ} 22' 37''$ West 7.09 feet to the northeasterly
24 prolongation of the southeasterly line of the land as described in the
25 deed to the City of Los Angeles, recorded June 27, 1899 as Instrument No.
26 28 in Book 1298 Page 307 of Deeds in said Recorder's Office; thence along
27 said last mentioned southeasterly line and its prolongations thereof,
28 South $66^{\circ} 36' 14''$ West 111.68 feet, to the beginning of a tangent curve
29 concave southeasterly and having a radius of 50.00 feet in the
30 southeasterly line of the land as described in the Final Order of
Condemnation entered in Los Angeles County Superior Court Case No. 424466,
a certified copy of which was recorded July 27, 1938 as Instrument No. 1058
in Book 15871 Page 393 of Official Records of said County; thence
southwesterly along said curve through central angle of $57^{\circ} 46' 47''$, an
arc distance of 50.42 feet to the point of tangency of the easterly line
of the land as described in the deed to the City of Los Angeles, recorded
April 12, 1937 as Instrument No. 1137 in Book 14861 Page 261 of Official
Records of said County; thence along said easterly line South $08^{\circ} 49' 27''$
West 53.83 feet to the northwest corner of the land as described in Parcel
No. 71779-1 in the Final Order of Condemnation entered in Los Angeles
County, Superior Court Case No. C447627, a certified copy of which was
recorded March 29, 1988 as Document No. 88-422827 of Official Records of
said County, said northwest corner also being a point in a non-tangent
curve concave southerly and having a radius of 4340.00 feet in the
northerly line of the land as described in Parcel No. 71779-1 in said last
mentioned Final Order of Condemnation, a radial line that bears North 04°

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Revised June 15, 1992

SCRIPD GRANT TO CAPELLUS (CONTINUED)

1 feet and North 05° 09' 09" West 187.29 feet to the beginning of a tangent
2 curve concave northeasterly and having a radius of 400.00 feet; thence
3 northwesterly along said last mentioned curve through a central angle of
4 26° 38' 24", an arc distance of 185.98 feet; thence tangent to said last
5 mentioned curve, North 12° 29' 15" East 28.23 feet to the westerly line of
6 the land as described in Parcel 1 in said hereinabove first mentioned deed
7 to the City of Los Angeles; thence along the westerly lines of the land as
8 described in Parcels 1 and 2 in said hereinabove first mentioned deed to
9 the City of Los Angeles and its prolongation thereof as follows:
10 southerly along a non-tangent curve concave westerly and having a radius
11 of 1000.00 feet through a central angle of 11° 18' 42", an arc distance of
12 197.62 feet and South 40° 54' 31" West 370.27 feet to the point of
13 beginning.

14 EXCEPTING THEREFROM the interest of the State of California that would
15 pass with legal conveyance of the land as described in Parcel 2 (Amended)
16 in the Final Order of Condemnation entered in Los Angeles County Superior
17 Court Case No. 611479, recorded July 12, 1956, as Instrument No. 4157 in
18 Book 51718, Page 358 of Official Records of said County

19 ALSO EXCEPT THEREFROM any portion of said land within the following
20 described parcel of land known as Parcel D.

21 PARCEL D

22 Those portions of the Subdivision of a Part of the Estate of Ynuario Avila
23 Dec'd, in City of Los Angeles, in the County of Los Angeles, State of
24 California, as per map recorded in Book 34, Page 90 of Miscellaneous Records,
25 in the office of the County Recorder of said County; those portions of Lots 4
26 and 5 of Tract No. 10151, in said City, County and State, as per map recorded
27 in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's Office;
28 those portions of Block "D" of the Subdivision of the Aliso Tract, in said
29 City, County and State, as per map recorded in Book 4, Pages 12 and 13 of said
30 Miscellaneous Records; those portions of the Subdivision of the Ballesteros
31 Vineyard Tract, in said City, County and State, as per map recorded in Book 1,
32 Pages 505 and 506 of said Miscellaneous Records; and those portions of City
33 Lands, in said City, County and State, as per map recorded in Book 2, Pages
34 504 and 505 of said Miscellaneous Records, described as a whole as follows:

35 Commencing at the intersection of the easterly prolongation of the southerly
36 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,
37 60 feet wide, as shown on the map of said Tract No. 10151; thence along said
38 prolongation South 71° 09' 27" East 39.24 feet to the northerly terminus of
39 that certain course having a bearing and distance of "South 18° 56' 50" West
40 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the
41 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of
42 Official Records, in said office of the County Recorder; thence along a
43 westerly and southerly lines of said Parcel 3 South 18° 50' 33" West 3.00 feet
44 and South 71° 09' 27" East 10.86 feet; thence along a line parallel with the
45 centerline of Alameda Street, 96 feet wide, as shown on the map of said Tract
46 No. 10151, South 10° 01' 01" West 240.67 feet; thence South 79° 58' 59" East
47 45.00 feet; thence South 10° 01' 01" West 45.00 feet to the TRUE POINT OF
48 BEGINNING; thence continuing South 10° 01' 01" West 92.50 feet; thence North
49 79° 58' 59" West 19.25 feet to the beginning of a tangent curve concave
50 southeasterly and having a radius of 80.00 feet: thence southwesterly along

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411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised June 15, 1992

SCRIPD GRANT TO CAPELLUS (CONTINUED)

1 that certain course described above as having a bearing and distance of
2 "North 79° 58' 59" West 19.25 feet", said easterly terminus being distant
3 19.25 feet westerly along said parallel line from the intersection of said
4 parallel line with said southerly prolongation; thence southeasterly
5 along said last mentioned curve through a central angle of 47° 25' 50" an
6 arc distance of 66.23 feet to said easterly terminus; thence tangent to
7 said curve along said last mentioned parallel line South 79° 58' 59" East
8 19.25 feet to said southerly prolongation; thence continuing along said
9 southerly prolongation South 10° 01' 01" West 364.33 feet; thence South
10 79° 58' 59" East 150.00 feet; thence North 10° 01' 01" East 616.83 feet
11 to a line bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING;
12 thence along said last mentioned line North 79° 58' 59" West 150.00 feet
13 to the TRUE POINT OF BEGINNING.

14 Containing 1.578 acres total

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

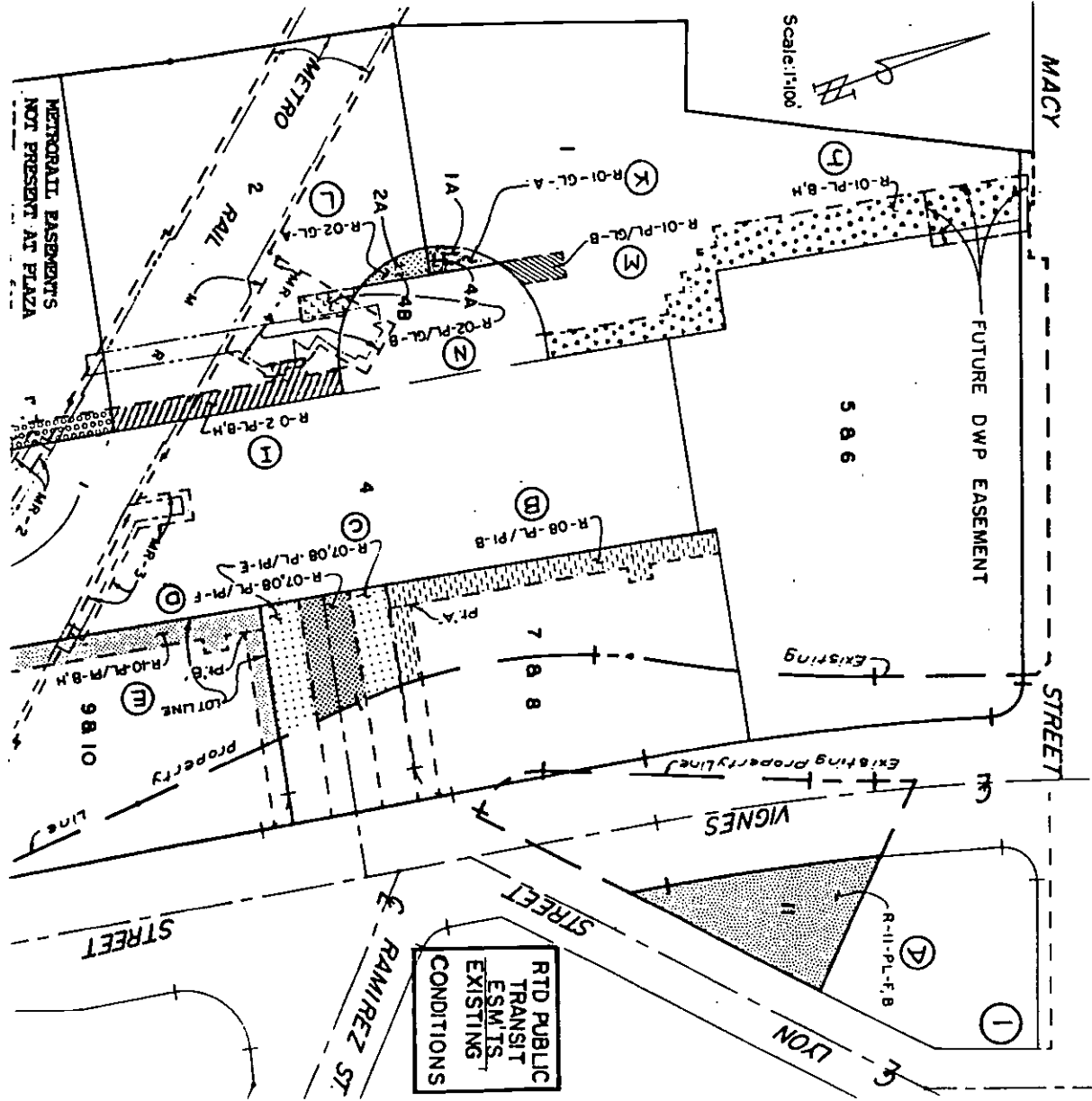
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Robert L. Mollenhauer, PLS No. 2996



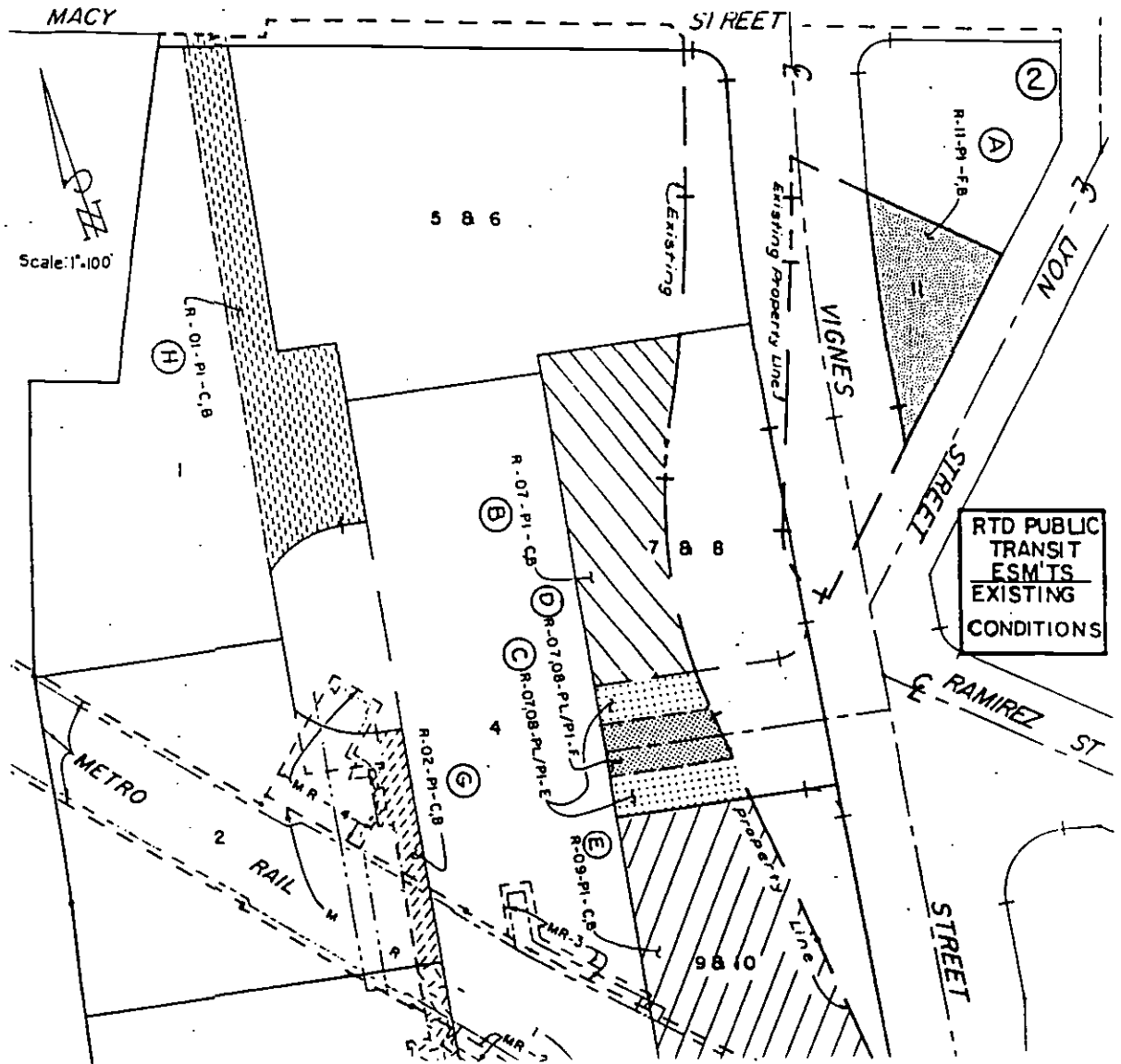
EXHIBIT "A-8"

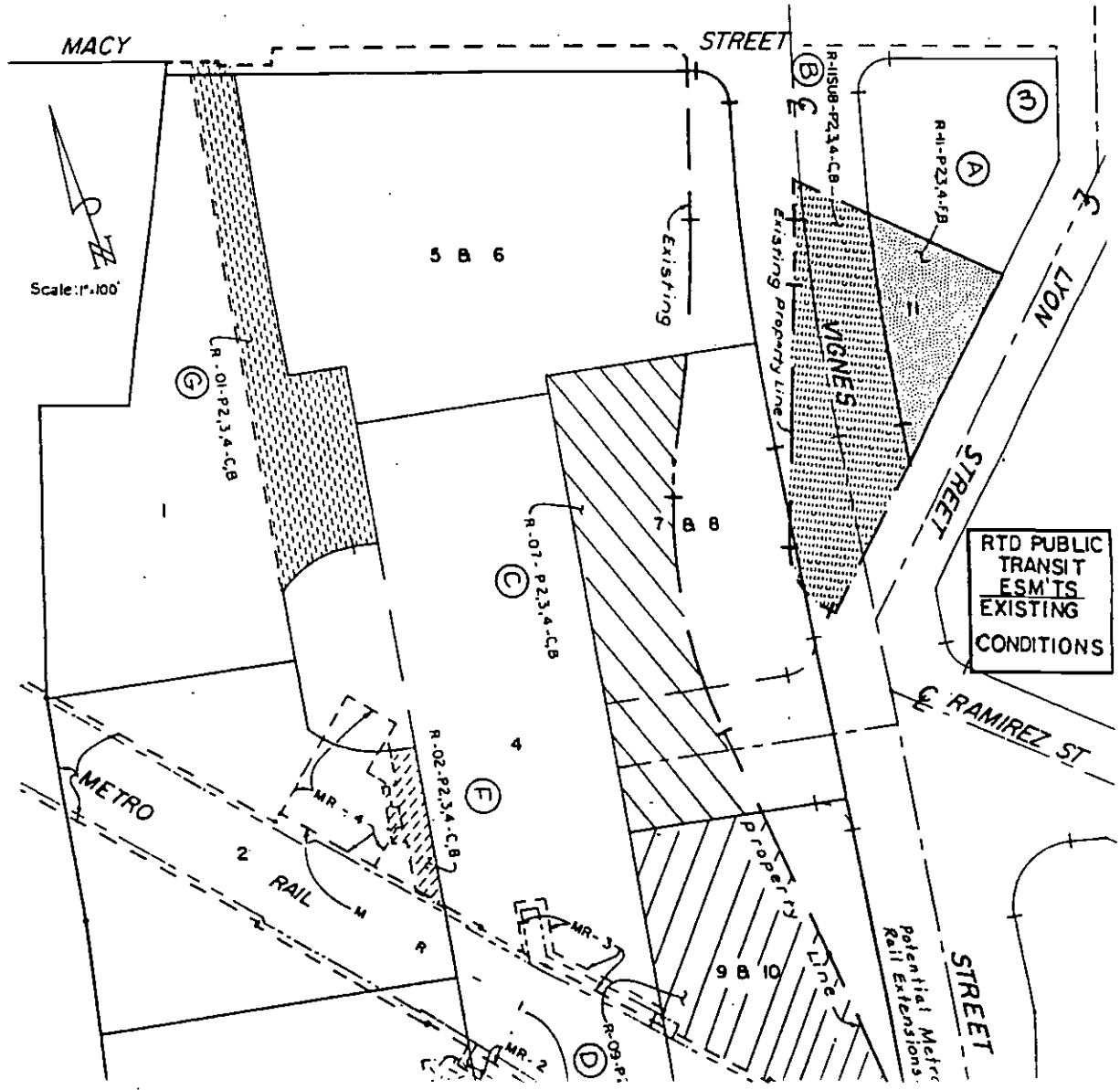
Map of Public Transit Easements



METRO RAIL EASEMENTS
NOT PRESENT AT PLAZA

RTD PUBLIC
TRANSIT
ESM/TS
EXISTING
CONDITIONS





RTD PUBLIC
TRANSIT
ESM'S
EXISTING
CONDITIONS

EXHIBIT "B-1"

List of Catellus New
Property Reports

1/20/92

Converse Consultants West:
Draft Preliminary Soils and
Geology Report, Proposed
SCRTD Headquarters
Project and Gateway
Center at Union Station

ENVIRONMENTAL REPORTS RELATED TO RTD ACQUISITION
OF LOS ANGELES UNION STATION

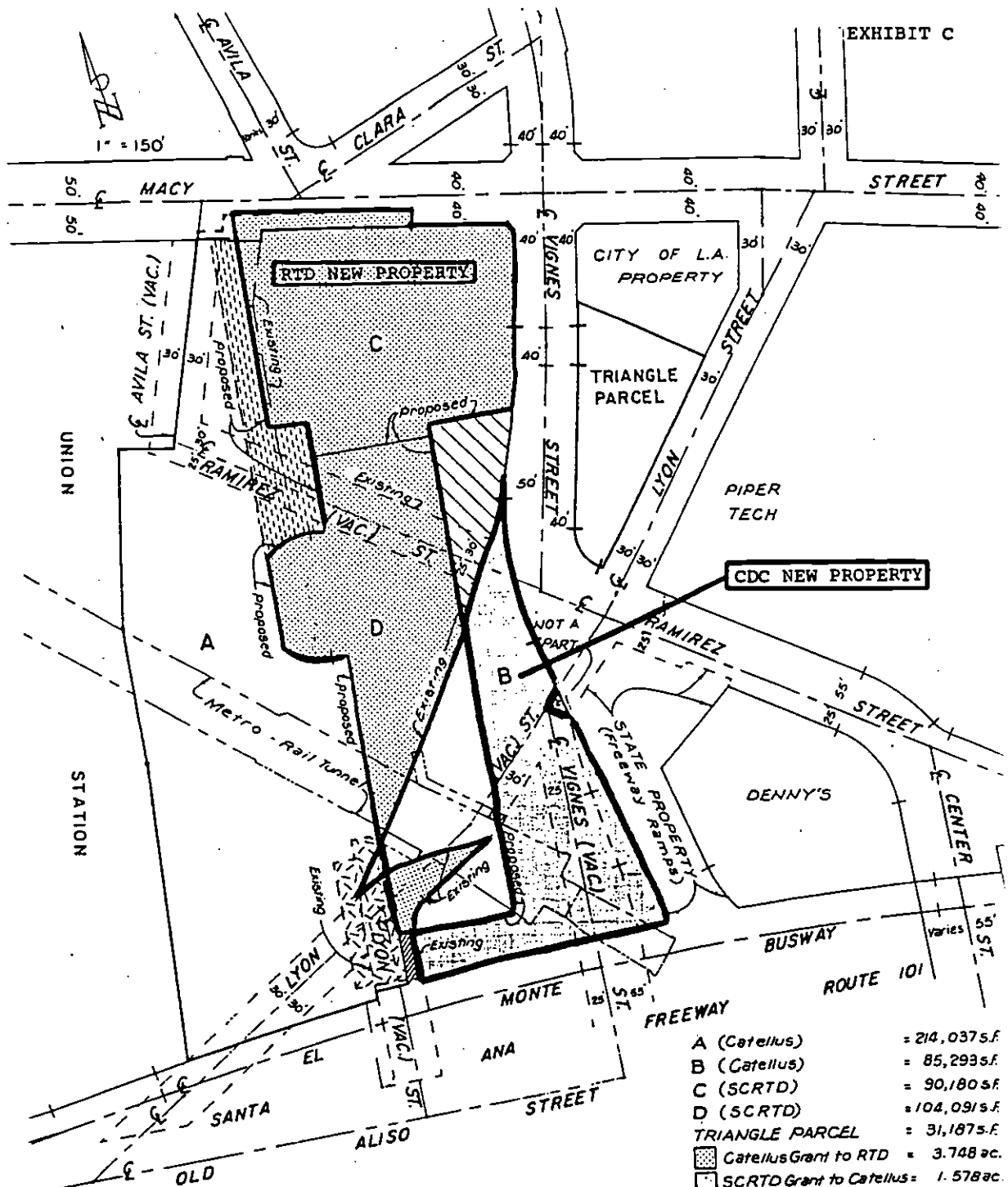
<u>DATE</u>	<u>AUTHOR AND TITLE OF REPORT</u>
07/21/89	Levine Fricke: Preliminary Environmental & Geotechnical Assessment - Los Angeles Passenger Terminal
12/20/89	Levine Fricke: Phase I Soil and Ground-water Investigation - Los Angeles Union Station
07/30/90	Levine Fricke: Environmental Assessment - Los Angeles Union Passenger Terminal
09/26/90	Levine Fricke: Phase II Investigation Data Report Summarizing Ground-water Conditions at the Los Angeles Union Passenger Terminal
01/15/91	Levine Fricke: Phase II Soil and Groundwater Investigation LAUPT
05/22/91	Levine Fricke: Addendum to Phase II Soil and Groundwater Investigation - LAUPT
09/24/91	Levine Fricke: Proposal for Hydraulic Testing at the Metro Plaza Development Site, Los Angeles, CA
04/15/91	Ecology and Environmental, Inc. CERCLA Listing Site Inspection, Southern California Busway
12/13/91	Law/Crandall: Report of Geotechnical Investigation, Proposed Gateway Center
03/04/92	Law/Crandall: Letter from E. Sinatob and M. Kirkgard, Project Engineers to Robert S. Vogel, Catellus Development Corporation, Subject: Temporary Dewatering System, Proposed Parking Structure, Gateway Center
03/06/92 03/16/92	Levine Fricke: Gateway Center Dewatering Plant, For Catellus Development Corporation
03/20/92	Levine Fricke: Phase I soil and Groundwater Investigation - Rapid Transit District Site
05/22/92	Supplementary Water Level Data, Gateway Center Site
06/02/92	Addendum to Phase I Soil and Groundwater Investigation for Catellus Development Corporation's Property

EXHIBIT "B-2"

List of RTD New Property Reports

EXHIBIT "C"

Map of New Properties



A (Catellus)	= 214,037 s.f.
B (Catellus)	= 85,293 s.f.
C (SCRTD)	= 90,180 s.f.
D (SCRTD)	= 104,091 s.f.
TRIANGLE PARCEL	= 31,187 s.f.
□ Catellus Grant to RTD	= 3,748 ac.
□ SCRTD Grant to Catellus	= 1,578 ac.
□ RTD Silver	= 10,523 s.f.
□ Parcel B Easement	= 16,173 s.f.
□ South Roadway Rectangle	= 1,145 s.f.
□ R-01-P2, 3,4-C,B	= 19,051 s.f.

JOB NO. 15861 6-24-92
MOLLENHAUER, HIGASHI & MOORE, INC.
 LAND SURVEYORS CIVIL ENGINEERS
 411 W. Fifth St., Los Angeles, CA 90013-1001
 Phone (213) 624-2661 FAX (213) 614-1863

June 30, 1992

Southern California Rapid Transit District
425 South Main Street
Los Angeles, California 90013

Attention: John Bollinger

Re: Union Station Gateway Closing

Dear John:

This letter is to acknowledge receipt by Catellus Development Corporation ("Catellus") from the Southern California Rapid Transit District ("RTD") of the sum of \$4,141,000 in connection with the closing as of June 30, 1992 of the above land exchange transaction.

John, let me take this opportunity to tell you how much we at Catellus look forward to working with you and the RTD in making Union Station Gateway a successful joint development project of which the citizens of Los Angeles can be proud.

Very truly yours,



Ted Tanner
Vice President
Catellus Development Corporation

CERTIFICATE OF NONFOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, the undersigned hereby certifies the following on behalf of THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT:

1. THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT'S U.S. employer identification number is 95-1978576; and

3. THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT'S office address is 425 South Main Street, Los Angeles, California 90013-1393.

THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT.

Date: June 30, 1992

THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation

By: Arthur T. Leahy
Name: ARTHUR T. LEAHY
Title: GENERAL MANAGER PROJECTS

YEAR

CALIFORNIA FORM

Withholding Exemption Certificate

(For use by individuals, corporations, partnerships and estates)

590

File this form with your withholding agent

Name
The Southern California Rapid Transit District

Address (number and street) Telephone number
425 South Main Street (213) 972-3990

City State ZIP code
Los Angeles, California 90013-1393

Complete the appropriate line: Individuals - Social security no. _____ Married Single
Corporations - California corporation no. 95-1978576 (issued by Secretary of State)
Partnerships and Estates - FEIN. _____

To Chicago Title Company
(Withholding Agent or Payer)

Individuals:

Certificate of Residency

I hereby declare under penalty of perjury that I am a resident of California and that I reside at the address shown above. Should I become a nonresident at any time, I will promptly inform you.

Signature _____ Date _____

Certificate of Residency of Deceased Person

I hereby certify under penalty of perjury, as executor of the above named person's estate that decedent was a California resident at the time of death.

Name (type or print) _____ Date _____

Signature _____

Certificate of Principal Residence (Real estate sales only)

I hereby certify under penalty of perjury that the California real property located at _____ was my principal residence within the meaning of IRC Section 1034.

Signature _____ Date _____

Corporations:

I hereby certify the above-named corporation has a permanent place of business in California at the address shown above or is qualified to do business in California. Should this corporation cease to be qualified to do business in California, I will promptly inform you.

Signature See Schedule 1 Attached Hereto Date June, 1992

Title of corporate officer _____

Partnerships:

I hereby certify that the above-named partnership has a permanent place of business in California at the address shown above, and that it is subject to the laws of California. I further certify that the partnership will file California returns and withhold on foreign and domestic nonresident partners when required. Should the partnership cease to do any of the above, I will promptly notify you.

Signature _____ Date _____

Title _____

For Privacy Act Notice, see form FTB 1131 (individuals only).

Withholding Exemption Certificate

Schedule 1

Signatures

THE SOUTHERN CALIFORNIA RAPID TRANSIT
DISTRICT, a public corporation

By: Arthur T. Leiby
Name: _____
Title: _____

Document No. _____ Date Recorded _____

STATEMENT OF TAX DUE AND REQUEST THAT TAX DECLARATION NOT BE
MADE A PART OF THE PERMANENT RECORD IN THE OFFICE OF THE
COUNTY RECORDER

(Pursuant to Section 11932 of the R & T Code)

To Registrar-Recorder
County of Los Angeles:

Request is hereby made in accordance with the provisions of the
Documentary Transfer Tax Act that the amount of tax due not be
shown on the original document which names:

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT
(Name of one grantor or lessor)

and

CATELLUS DEVELOPMENT CORPORATION
(Name of one grantee or lessee)

Property described in the accompanying document is located in


Los Angeles
(Show name of city or unincorp.)

The amount of tax due on the accompanying document is Four
Thousand Two Hundred Seventy Four Dollars and Sixty Cents
(\$4,274.60) to the County of Los Angeles and Seventeen Thousand
Four Hundred Eighty Seven Dollars and No Cents (\$17,487.00) to
the City of Los Angeles.

Computed on full value of property conveyed

XX Or computed on full value less liens and encumbrances
remaining at time of sale.

SOUTHERN CALIFORNIA RAPID TRANSIT
DISTRICT, a public corporation

By: 
Name: JEFFREY LYON
Title: ASSISTANT GENERAL COUNSEL

NOTE: After the permanent record is made, this form will be
affixed to the conveying document and returned with it.

CERTIFICATE OF NONFOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by CATELLUS DEVELOPMENT CORPORATION, the undersigned hereby certifies the following on behalf of CATELLUS DEVELOPMENT CORPORATION:

1. CATELLUS DEVELOPMENT CORPORATION is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. CATELLUS DEVELOPMENT CORPORATION's U.S. employer identification number is 94-29553477; and

3. CATELLUS DEVELOPMENT CORPORATION's office address is 800 North Alameda Street, Los Angeles, California 90012.

CATELLUS DEVELOPMENT CORPORATION understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of CATELLUS DEVELOPMENT CORPORATION.

Date: June 30, 1992

CATELLUS DEVELOPMENT CORPORATION, a
Delaware corporation

By: Theodore L. Tanner
Name: THEODORE L. TANNER
Title: VICE PRESIDENT, DEVELOPMENT



YEAR _____

Withholding Exemption Certificate

CALIFORNIA FORM

(For use by Individuals, corporations, partnerships and estates)

590

File this form with your withholding agent.

Name

Catellus Development Corporation

Address (number and street)

800 North Alameda Street

Telephone number

(213) 625-5865

City

Los Angeles

State

California

ZIP code

90012

Complete the appropriate line: Individuals - Social security no. _____ Married Single
 Corporations - California corporation no. 94-29553477 (issued by Secretary of State)
 Partnerships and Estates - F.E.I.N. _____

To Chicago Title Company :
 (Withholding Agent or Payer)

Individuals:**Certificate of Residency**

I hereby declare under penalty of perjury that I am a resident of California and that I reside at the address shown above. Should I become a nonresident at any time, I will promptly inform you.

Signature _____ Date _____

Certificate of Residency of Deceased Person

I hereby certify under penalty of perjury, as executor of the above named person's estate that decedent was a California resident at the _____ of death.

Name (type or print) _____ Date _____

Signature _____

Certificate of Principal Residence (Real estate sales only)

I hereby certify under penalty of perjury that the California real property located at _____ was my principal residence within the meaning of IRC Section 1034.

Signature _____ Date June, 1992

Corporations:

I hereby certify the above-named corporation has a permanent place of business in California at the address shown above or is qualified to do business in California. Should this corporation cease to be qualified to do business in California, I will promptly inform you.

Signature See Schedule 1 Attached Hereto Date June, 1992

Title of corporate officer _____

Partnerships:

I hereby certify that the above-named partnership has a permanent place of business in California at the address shown above, and that it is subject to the laws of California. I further certify that the partnership will file California returns and withhold on foreign and domestic nonresident partners when required. Should the partnership cease to do any of the above, I will promptly notify you.

Signature _____ Date _____

Title _____


For Privacy Act Notice, see form FTB 1131 (individuals only).

Withholding Exemption Certificate

Schedule 1

Signatures

CATELLUS DEVELOPMENT CORPORATION, a
Delaware corporation

By: 
Name: THEODORE L. TANNER
Title: VICE PRESIDENT, DEVELOPMENT

THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT,
a California Public Corporation

SECRETARY'S CERTIFICATE AND INCUMBENCY CERTIFICATE

I, Helen M. Bolen, do hereby certify that I am the District Secretary of the Southern California Rapid Transit District, a California public corporation (the "District") and that, as such, I am authorized to execute this certificate on behalf of the District, and I do hereby further certify that:

1. Attached hereto Exhibit A is a true and correct copy of certain resolutions that were duly adopted by the Board of Directors of the District, dated May 4, 1992 and June 25, 1992, and that such resolutions have not been amended or revoked and are in full force and effect as of the date hereof.
2. The persons named below are the duly elected and appointed, qualified and acting officers of the District holding the offices set forth opposite their respective names, such person(s) are authorized, individually, to execute documents on behalf of the District and the signatures written opposite their names and titles are their genuine signatures.

<u>Title</u>	<u>Officer</u>	<u>Signatures</u>
Arthur T. Leahy	General Manager Pro Tempore	<u>Arthur T. Leahy</u>
Helen M. Bolen	District Secretary	<u>Helen M. Bolen</u>

IN WITNESS WHEREOF, I have set my hand as of the 26th day of June, 1992.

Helen M. Bolen
Helen M. Bolen
District Secretary

The undersigned Arthur T. Leahy of the District, hereby certifies that Helen M. Bolen is the duly elected, qualified and acting District Secretary of the District and that the signature set forth above is her true signature.

Arthur T. Leahy
Arthur T. Leahy
General Manager Pro Tempore

RESOLUTION

RESOLVED, that the Board of Directors of the Southern California Rapid Transit District (District) does hereby approve the Development Agreement between the District and Catellus Development Corporation for joint development of the Gateway Center Project at Union Station;

RESOLVED FURTHER, that the Board of Directors of the District does hereby approve payment of specified pre-development costs incurred to date in an amount not to exceed \$1,000,000 in accordance with provisions of the Development Agreement, payment to be made under account tracking system established by Controller-Treasurer and to be recovered out of project financing.

CERTIFICATION

The undersigned, duly qualified and acting as District Secretary of the Southern California Rapid Transit District, certifies that the above is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Directors of the Southern California Rapid Transit District held on October 24, 1991.


District Secretary

DATED: May 4, 1992

(SEAL)

CERTIFICATION

The undersigned, duly qualified and acting as District Secretary of the Southern California Rapid Transit District, certifies that the attached is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Directors of the Southern California Rapid Transit District held on June 25, 1992.


District Secretary

DATED: June 26, 1992

(SEAL)

RESOLUTION OF THE SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT
a California public corporation

RESOLVED, that the Board of Directors of the Southern California Rapid Transit District (the "District"), does hereby approve and authorize the sale of the particular property and acquisition of the particular property and easements at the Union Station Gateway Site (the "Land Exchange") described in the Development Agreement dated October 30, 1991 between the District and Catellus Development Corporation (the "Development Agreement").

RESOLVED FURTHER, that the Board of Directors of the District does hereby approve and authorize payment of the purchase price of Eleven Million Three Hundred and Forty One Thousand Dollars (\$11,341,000) plus any other sums as the officers of the District deem necessary to close the Land Exchange.

RESOLVED FURTHER, that the officers of the District, and each of them, are hereby authorized and directed to execute and deliver, for and on behalf of the District, any such documents and to do and perform, any acts and things as, in the opinion of any such officer, as may be necessary, desirable or appropriate to carry out and effectuate the purposes and intent of the foregoing resolutions, including, without limitation, such amendments to the Development Agreement as are necessary to achieve the Land Exchange and any purchase, sale, escrow or related documentation to effect the Land Exchange, and any such action taken or any document executed and delivered by them or any of them, shall be deemed conclusive evidence of their authority from the District therefor and the approval and ratification by the District of such documents and the actions so taken.

RESOLVED FURTHER, that the foregoing resolutions and the Land Exchange are exempt from the requirements of the California Environmental Quality Act as they are acts in furtherance of Metro Rail construction, as further specified in the Notice of Exemption prepared by the District with respect to "Los Angeles Rapid Rail Transportation Projects--Public Transit Improvements, Provision of Parking Improvements in Support of Metro Rail" dated June 27, 1991, and the Notice of Exemption prepared by the District with respect to "Los Angeles Rapid Rail Transportation Projects--Public Transit Improvements, Provision of bus lay-over areas, bus turn out lanes and bus boarding/alighting facilities in Support of Metro Rail" dated May 15, 1991.

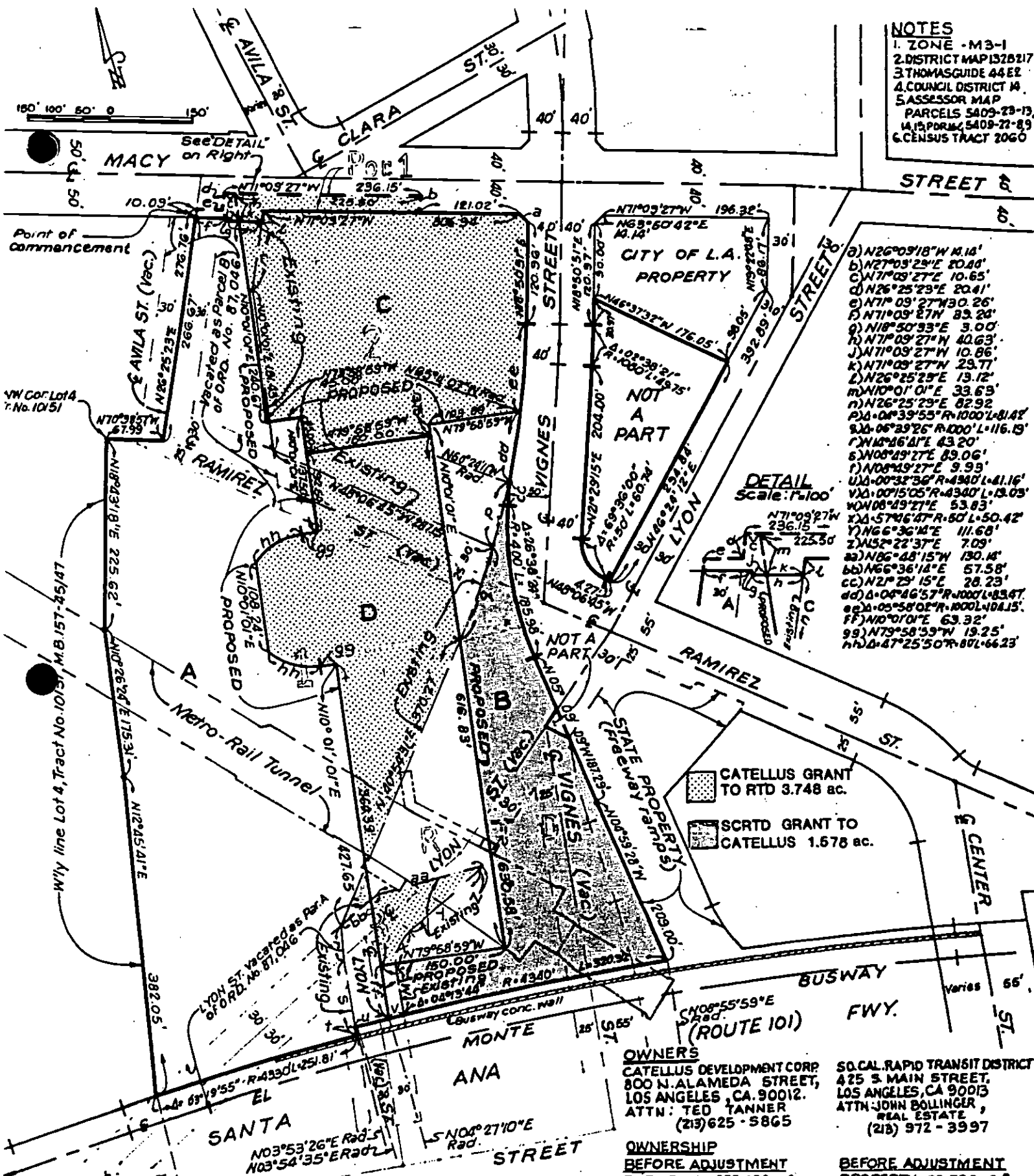
Dated: June 25, 1992

APPROVED AS TO FORM



SCRTD General Counsel

NOTES
 1. ZONE - M3-1
 2. DISTRICT MAP 1528217
 3. THOMAS GUIDE 44 E2
 4. COUNCIL DISTRICT 14
 5. ASSESSOR MAP
 PARCELS 5409-23-13,
 14, 15, POR. 5409-27-89
 6. CENSUS TRACT 2060



- a) N26°09'18"W M.16'
- b) N27°09'29"E 20.48'
- c) N71°09'27"E 10.65'
- d) N26°25'23"E 20.41'
- e) N71°09'27"W 30.26'
- f) N71°09'27"W 83.28'
- g) N18°50'33"E 3.00'
- h) N71°09'27"W 40.63'
- i) N71°09'27"W 10.86'
- j) N71°09'27"W 29.71'
- k) N26°25'23"E 13.12'
- l) N10°01'01"E 33.69'
- m) N26°25'23"E 82.92'
- n) Δ-06°39'55"R-1000'L-81.82'
- o) Δ-06°39'55"R-1000'L-116.13'
- p) N10°01'01"E 43.20'
- q) N00°49'27"E 89.06'
- r) N00°49'27"E 9.93'
- s) Δ-00°32'36"R-4340'L-41.16'
- t) Δ-00°15'05"R-4340'L-13.03'
- u) N00°49'27"E 53.83'
- v) Δ-57°06'47"R-80'L-50.42'
- w) N66°36'14"E 111.68'
- x) Δ-52°22'37"E 7.09'
- y) N86°48'15"W 130.18'
- z) N66°36'14"E 57.58'
- aa) N2°29'15"E 28.23'
- bb) Δ-06°46'57"R-1000'L-83.87'
- cc) Δ-06°46'57"R-1000'L-104.13'
- dd) N10°01'01"E 63.32'
- ee) N79°58'59"W 19.25'
- ff) Δ-47°25'50"R-80'L-66.23'

CATELLUS GRANT TO RTD 3.748 ac.
 SCRTD GRANT TO CATELLUS 1.578 ac.

OWNERS
 CATELLUS DEVELOPMENT CORP
 800 N. ALAMEDA STREET,
 LOS ANGELES, CA. 90012.
 ATTN: TED TANNER
 (213) 625-5865

SO. CAL. RAPID TRANSIT DISTRICT
 425 S. MAIN STREET,
 LOS ANGELES, CA 90013
 ATTN: JOHN BOLLINGER,
 REAL ESTATE,
 (213) 972-3997

OWNERSHIP BEFORE ADJUSTMENT
 PARCEL 1 - 275,429 s.f.
 PARCEL 2 - 106,025 s.f.
 PARCEL 3 - 12,812 s.f.
 TOTAL - 394,266 s.f.

BEFORE ADJUSTMENT PROPERTY - 99,736 s.f.

AFTER ADJUSTMENT
 PARCEL A - 214,037 s.f.
 PARCEL B - 85,293 s.f.

AFTER ADJUSTMENT
 PARCEL C - 90,180 s.f.
 PARCEL D - 104,091 s.f.

LEGAL DESCRIPTIONS BEFORE & AFTER ADJUSTMENT
 SEE ATTACHED EXHIBITS

MOLLENHAUER, HIGASHI & MOORE, INC.
 AND SURVEYORS CIVIL ENGINEERS
 411 W. Fifth St., Los Angeles, CA 90013-1001
 Phone (213) 624-2661 FAX (213) 614-1863

ALISO EXISTING PROPERTY
 POR. SUB. OF PART OF ESTATE OF YNUARIO AVILA DEC'D, M.R. 84-90;
 POR. PESCHKE TRACT, M.R. 91-48;
 POR. SUB. OF ALISO TRACT, M.R. 4-12/19,
 POR. BALLESTEROS VINEYARD TRACT, M.R. 1-505/508; POR. CITY LANDS, M.R. 2-504/508; AND POR. TRACT NO. 10151, M.B. 157-25/47

JOB NO. 15861
 Revised 6-15-92



Alan F. Pegg
General Manager

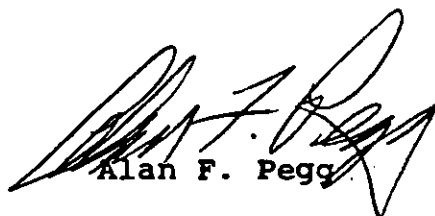
June 25, 1992

TO: Executive Staff
FROM: Alan F. Pegg
SUBJECT: Absence from the District

I will be away from the District on Friday, June 26, through Monday, July 6, 1992. During my absence, Arthur Leahy has been designated General Manager Pro Tempore, with the exception of Friday, July 3, 1992. Suzanne Gifford will be in charge on that day.

While I am away, it is imperative that you continue to bring all documents for signature to my secretary, Elizabeth Silva in the normal routine manner.

Thank you for your assistance.



Alan F. Pegg

RESOLUTION

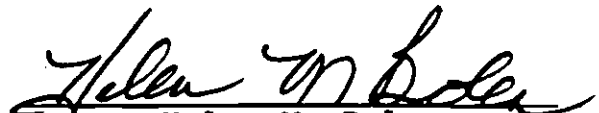
RESOLVED, that a Resolution adopted June 28, 1990 relative to designation of General Manager Pro Tempore be and the same is hereby rescinded in its entirety;

RESOLVED FURTHER, that pursuant to Section 30336 of the District Law, effective June 27, 1991, the General Manager be and he hereby is authorized to designate in writing a General Manager Pro Tempore from among the following top management executive staff members, with said designation to be effective during any absence of the General Manager, and to include authority for the General Manager Pro Tempore to sign checks, drafts and such other documents as are necessary for the orderly course of business:

John W. Richeson	Assistant General Manager - Facilities & Procurement
Gary S. Spivack	Assistant General Manager Planning & Public Affairs
Arthur T. Leahy	Assistant General Manager - Operations
Suzanne Gifford	General Counsel
Thomas A. Rubin	Controller-Treasurer
Ernesto Fuentes	Inspector General

CERTIFICATION

The undersigned duly qualified and acting as District Secretary of the Southern California Rapid Transit District certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of Directors of the Southern California Rapid Transit District held on June 27, 1991.


Helen M. Bolen
District Secretary

DATED: July 3, 1991

(SEAL)

CATELLUS DEVELOPMENT CORPORATION

CERTIFICATE

I, Eileen M. Malley, do hereby certify that I am a duly appointed Assistant Secretary of CATELLUS DEVELOPMENT CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), and that I am in possession of its corporate records and corporate seal.

I certify that on August 8, 1991, the Board of Directors of said Company, upon motion duly made and seconded, unanimously adopted the following resolution with respect to the Southern California Rapid Transit District ("RTD") Development Agreement:

RESOLVED, that the Board hereby approves the Development Agreement between the Southern California Rapid Transit District and the Company, as described in the materials previously delivered to the Board; and the officers of the Company are hereby authorized (a) to execute and deliver, in the name and on behalf of the Company, one or more agreements for the activities contemplated under the Development Agreement on such terms, not inconsistent with this resolution, as the officers executing such agreements shall approve, their execution thereof to be conclusive evidence of such approval, and (b) to take such further actions as they deem necessary or desirable to carry out the intent of this resolution.

IN WITNESS WHEREOF, I have hereunto affixed my signature as Assistant Secretary and have caused the corporate seal of this corporation to be affixed this 26th day of June, 1992.



Eileen M. Malley
Assistant Secretary

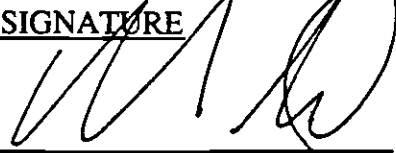


CATELLUS DEVELOPMENT CORPORATION

CATELLUS DEVELOPMENT CORPORATION

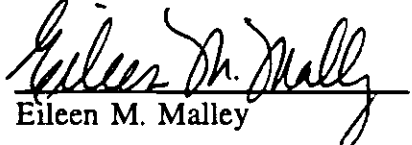
INCUMBENCY CERTIFICATE

I, Eileen M. Malley, do hereby certify that I am a duly appointed Assistant Secretary of CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation (the "Corporation"), and that I am in possession of its corporate records and corporate seal.

I further certify that the following persons are duly elected officers of the Corporation and hold the offices set opposite their respective names, and the signatures written opposite the names and titles of the officers are their true and genuine signatures.

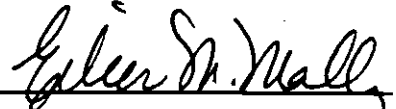
<u>OFFICER</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
Vernon B. Schwartz	President and Chief Executive Officer	
Elizabeth A. Harrison	Vice President Development	
Theodore L. Tanner	Vice President Development	

IN WITNESS WHEREOF, I have hereunto affixed my signature and have caused the corporate seal of this Corporation to be affixed this 25th day of June, 1992.

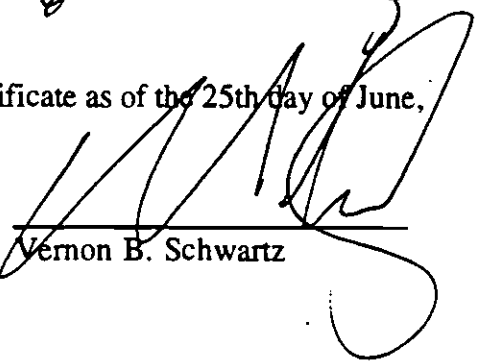

Eileen M. Malley

I, Vernon B. Schwartz, President and Chief Executive Officer of Catellus Development Corporation, do hereby certify that Eileen M. Malley is and has been at all times since June 21, 1990, a duly elected Assistant Secretary of Catellus Development Corporation and the signature written opposite her name is her true and genuine signature.

Eileen M. Malley



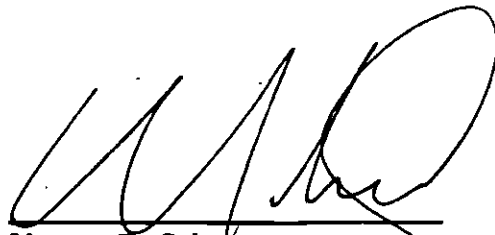
IN WITNESS WHEREOF, I have executed this Certificate as of the 25th day of June, 1992.


Vernon B. Schwartz

**DELEGATION OF AUTHORITY
BY THE PRESIDENT OF
CATELLUS DEVELOPMENT CORPORATION**

In accordance with the provisions of Section 141(f) of the General Corporation Law of the State of Delaware and Section 4.8 of the Bylaws of Catellus Development Corporation, as amended, the undersigned, being the President of Catellus Development Corporation, hereby delegate to Elizabeth A. Harrison, Vice President Development and Theodore L. Tanner, Vice President Development, and each of them individually, the authority to execute and deliver all instruments and documents as shall be deemed necessary to effectuate the closing of the sale and exchange by the Southern California Rapid Transit District and Catellus Development Corporation of certain real property and easements located at Union Station, Los Angeles, California.

IN WITNESS WHEREOF, I have hereunto affixed my signature as of this 24th day of June, 1992.



Vernon B. Schwartz
President & Chief Executive Officer

June 30, 1992

Catellus Development Corporation
800 North Alameda Street
Los Angeles, CA 90012

Catellus Development Corporation
201 Mission Street, 30th Street
San Francisco, CA 94105
Attention: General Counsel

Ladies and Gentlemen:

We refer to the agreement (the "Development Agreement") dated October 30, 1991 between you and Southern California Rapid Transit District ("RTD"). We refer in particular to Section 2.2.5(ii) of the Development Agreement.

This letter will confirm that RTD has retained Goldman, Sachs & Co. as underwriter in which capacity we are advising the District concerning the feasibility of the issuance of tax-exempt and/or taxable certificates of participation or other similar instruments ("bonds") in the approximate amount of \$170,000,000 to be used to finance the design and construction of a 595,000 square foot headquarters office facility for RTD including an associated 800 space parking facility, and related on-site and off-site improvements.

We understand that the RTD is applying for grant and other funds from various federal, state and local sources in order to finance the design and construction of a regional public transit center (including 2,500 public parking spaces) and related on-site and off-site improvements.

Without constituting a representation or warranty but constituting our good faith view based upon our general experience in the field of underwriting the issuance of both tax-exempt and taxable bonds and other financing instruments, and, assuming normal closing conditions are met including but not limited to the delivery of unqualified opinions of bond counsel and, if necessary, that a favorable ruling can be obtained from the Internal Revenue Service as to the tax-exempt status of these bonds, we anticipate that under current market conditions and assuming the aforementioned conditions are met, a market exists for the bonds and currently based upon the facts known to us, Goldman Sachs would be willing to act as underwriter for such bonds.

Goldman
Sachs

Subject to the limitations set forth herein, we understand that you intend to rely upon this letter in proceeding to closing as defined in the Development Agreement.

Very truly yours,

Goldman Sachs & Co.

Goldman, Sachs & Co.

O'MELVENY & MYERS

1999 AVENUE OF THE STARS
LOS ANGELES, CALIFORNIA 90067-6035
TELEPHONE (310) 553-6700
FACSIMILE (310) 246-6779

610 NEWPORT CENTER DRIVE
NEWPORT BEACH, CALIFORNIA 92660-6429
TELEPHONE (714) 760-9600
FACSIMILE (714) 669-6994

555 13TH STREET, N.W.
WASHINGTON, D. C. 20004-1109
TELEPHONE (202) 363-5300
FACSIMILE (202) 383-5414

CITICORP CENTER
153 EAST 53RD STREET
NEW YORK, NEW YORK 10022-4611
TELEPHONE (212) 326-2000
FACSIMILE (212) 326-2061

400 SOUTH HOPE STREET
LOS ANGELES, CALIFORNIA 90071-2899
TELEPHONE (213) 669-6000
TELEX 674122 · FACSIMILE (213) 669-6407

June
29th
1 9 9 2

EMBARCADERO CENTER WEST
275 BATTERY STREET
SAN FRANCISCO, CALIFORNIA 94111-3305
TELEPHONE (415) 984-6700
FACSIMILE (415) 984-8701

10 FINSBURY SQUARE
LONDON EC2A 1LA
TELEPHONE (071) 256-8451
FACSIMILE (071) 638-8205

AKASAKA TWIN TOWER, EAST 18TH FLOOR
2-17-22 AKASAKA, MINATO-KU
TOKYO 107
TELEPHONE (03) 3587-2800
FACSIMILE (03) 3587-9738

AVENUE LOUISE 106
1050 BRUSSELS
TELEPHONE (02) 647-06-60
FACSIMILE (02) 646-47-29

WRITER'S DIRECT DIAL NUMBER

(213) 669-6638

OUR FILE NUMBER

814,640-35
199529

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

Catellus Development Corporation
201 Mission Street - 30th Floor
San Francisco, California 94105
Attention: General Counsel

Ladies and Gentlemen:

We refer to the agreement (the "Development Agreement") dated October 30, 1991 between you and The Southern California Rapid Transit District ("RTD"). We refer in particular to Section 2.2.5(i) of the Development Agreement.

We refer also to the draft Ruling Request ("Request") circulated under cover of our letter dated April 8, 1992 to interested parties, including RTD and you. Assuming that a favorable ruling is issued by the Internal Revenue Service in response to the Request, we would be prepared to issue, and we have been engaged for the purpose of issuing, our opinion favorably opining as to the legal ability of RTD to issue tax-exempt certificates of participation, as described in and to be used for the purposes set forth in the Request.

We express no opinion as to the ability of RTD to issue tax-exempt certificates of participation under any transaction structure other than as described in the Request.

Sincerely,



Dean M. Weiner
of O'Melveny & Myers

CHICAGO TITLE INSURANCE CO.
Recording Requested by
and When Recorded
Return to:

Robinson & Pearman
3460 Wilshire Boulevard, Suite 800
Los Angeles, California 90010
Attn: Robert C. Pearman, Jr.

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COPY of Document Recorded

- 1992 **92 1231036**

Has not been compared with original.
Original will be returned when
processing has been completed.

LOS ANGELES COUNTY REGISTRAR - RECORDER, COUNTY CLERK

PUBLIC TRANSIT

USE AGREEMENT

by and between

THE SOUTHERN CALIFORNIA

RAPID TRANSIT DISTRICT

and

CATELLUS DEVELOPMENT

CORPORATION

9201512-64

PUBLIC TRANSIT USE AGREEMENT

TABLE OF CONTENTS

RECITALS

	<u>Pages</u>
ARTICLE I:	
DEFINITIONS	
1.01 Additional Land	2
1.02 Amtrak	2
1.03 Benefited Interest	2
1.04 Benefited Party	2
1.05 Bonds	2
1.06 Burdened Interest	2
1.07 Burdened Party	3
1.08 City	3
1.09 Condemnation	3
1.10 Constant Dollars	3
1.11 Construction Work	3
1.12 Development Agreement	3
1.13 East Portal	3
1.14 Emergency	3
1.15 Environmental Laws	3
1.16 Exclusive Transit Facilities	4
1.17 First Class Project	4
1.18 Governmental Authorities	4
1.19 Grant Deeds	4
1.20 Hazardous Substances	5
1.21 Improvement Plans	5
1.22 Improvements	5
1.23 In	5
1.24 Indemnify; Indemnifying Person; Indemnified Persons	5
1.25 Interested Party	6
1.26 Legal Requirements	6
1.27 Loss	6
1.28 Major Construction Work	6
1.29 Management Standards	6
1.30 Metro Plaza	7
1.31 Metro Rail	7
1.32 Mortgagee; Mortgagor; Mortgage Owner	7
1.33 Parcel	7
1.34 Parking Facilities; Public Transit Parking Facilities	8
1.36 Parties	8
1.37 Permittees	8
1.38 Person	8
1.39 Phase I; Phase I Improvements; Phase I Public Transit Improvements	8
1.40 Phase II; Phase II Improvements; Phase II Public Transit Improvements	8
1.41 Proceeds	9
1.42 Project	9
1.43 Property	9
1.44 Property Manager	9
1.45 Public Transit Authority	9
1.46 Public Transit Easements	9
1.47 Public Transit Facilities	10
1.48 Public Transit Functions	10
1.49 Public Transit Improvements	10
1.50 Public Transit Regulations	10
1.51 Public Transit Use Area	10
1.52 Public Transit Uses	11
1.53 Remediation	11
1.54 South Roadway	11
1.55 Taxes	12

	<u>Pages</u>
1.56 Transit Provider Uses	12
1.57 Triangle Parcel	13
1.58 Tunnel	13
1.59 Unavoidable Delays	13
1.60 Union Station Project	13
1.61 Union Station Terminal Building	13
1.62 Utility Facilities	14
1.63 West Property	14
 ARTICLE II: EASEMENTS AND LICENSES	
2.01 Public Transit Easements	14
2.02 Public Transit Use Areas in RTD -Owned Property	15
2.03 Transit Provider Uses	15
2.04 Catellus Excavation and Utility Rights	16
2.05 Construction Entry License	16
2.06 Maintenance License	17
2.07 Utility Easements and Rights - Conditions	17
2.08 Excavation Easement - Conditions	17
2.09 No Public Dedications	18
2.10 Revenues	18
2.11 Alternate Locations for Phase II Public Parking	18
2.12 Relocation of Public Transit Improvements	22
2.13 Metro Rail License	23
2.14 Encroachment	23
2.15 Change of Use	23
2.16 Destruction of Public Transit Use Areas	23
2.17 Termination of Easements	24
2.18 Successors and Assigns	24
2.19 Effectiveness of Easement Transfer	24
2.20 Nature of Easements	24
2.21 Permittees Rights	24
2.22 Metro Plaza Capacity	24
2.23 South Roadway	24
2.24 Incorporation of Exhibits	25
2.25 Deed Restriction Easement	25
 ARTICLE III: CONSTRUCTION OF IMPROVEMENTS	
3.01 Construction Work Generally	25
3.02 Permits	26
3.03 Fencing Off Construction	26
3.04 Dust	26
3.05 Orderly Site	26
3.06 Utility Connections	27
3.07 Emergency Work	27
3.08 Public Transit Improvement Plans	27
 ARTICLE IV: MAJOR CONSTRUCTION WORK	
4.01 Approval by Parties	27
4.02 Submission of Improvement Plans	28
4.03 Design Review	29
4.04 Changes and Modifications	31
4.05 Limitation of Liability	31
4.06 Enforcement	31
4.07 Disputes	32
4.08 Public Transit Authority Statutory Requirements	32
 ARTICLE V: REGULATION OF USES	
5.01 Repair of Improvements	32
5.02 Compliance with Legal Requirements, Right to Contest	33
5.03 Nuisances; Construction Activities	33
5.04 Diseases and Insects	34

	<u>Pages</u>	
5.05	Antennas	34
5.06	Trash Containers and Collection	34
5.07	Environmental Hazards	34
5.08	Name of Project	36
5.09	Restriction on Further Subdivision, Property Restrictions and Rezoning	36
5.10	Phase II Public Parking - Transfer and Offer Rights	37
5.11	Sale of Public Transit Parking Facilities	39
ARTICLE VI:	OPERATION AND MAINTENANCE OF PUBLIC TRANSIT FACILITIES	
6.01	Authority and Responsibility	39
6.02	Property Manager	40
6.03	Parking Facilities	42
6.04	Buildings	43
ARTICLE VII:	TAXES	43
ARTICLE VIII:	INSURANCE	
8.01	Public Transit Authority Insurance	43
8.02	Owner Insurance	46
8.03	Property Manager's Insurance	48
8.04	Blanket Policies; Compliance	48
8.05	Waiver of Subrogation	48
8.06	Modification of Insurance Requirements	48
ARTICLE IX:	CASUALTY AND RESTORATION	
9.01	Restoration	48
9.02	Obsolete Improvements	49
9.03	Rights of Mortgagees	49
ARTICLE X:	CONDEMNATION	
10.01	Distribution of Proceeds	50
10.02	Restoration	50
ARTICLE XI:	DEFAULTS AND REMEDIES	
11.01	No Termination	50
11.02	Other Remedies	50
ARTICLE XII:	TRANSFER OF INTEREST, RIGHTS, POWERS AND OBLIGATIONS	
12.01	Limitations on Transfer or Assignment	50
12.02	Transfer of Entire Interest	50
12.03	Mortgagees	51
12.04	Multiple Ownership	51
12.05	Designation	51
ARTICLE XIII:	MORTGAGEE PROTECTION	
13.01	Right to Encumber	52
13.02	Default; Prior Claims and Obligations	52
13.03	Notice to Mortgagees	52
13.04	Right to Cure	53
13.05	Amendment	53
13.06	Condemnation or Insurance Proceeds	53
13.07	Title by Foreclosure	53
13.08	Modification of Article; Conflicts	53
ARTICLE XIV:	ARBITRATION OF DISPUTES	
14.01	Disputes Covered	54
14.02	Arbitration Procedure	54

	<u>Pages</u>
ARTICLE XV: MISCELLANEOUS	
15.01 Amendments	55
15.02 Severability	55
15.03 Rule Against Perpetuities	55
15.04 Change of Circumstances	55
15.05 Unavoidable Delays	55
15.06 References to the Covenants in Deeds	55
15.07 Gender and Number	56
15.08 Captions and Titles	56
15.09 Notices	56
15.10 Additional Property	56
15.11 Incorporation of Exhibits	57
15.12 Estoppel Certificates	57
15.13 No Partnership	57
15.14 No Third Party Benefited	57
15.15 Consent	58
15.16 Governing Law	58
15.17 Successors and Assigns	58
15.18 Time of Essence	58
15.19 No Waiver	58
15.20 Attorneys' Fees	58
15.21 Interpretation	59
15.22 Limitation of Liability	59
15.23 Certain Terminology	59
15.24 No Merger	59
15.25 Effect of Development Agreement	59
15.26 Police Powers	60

EXHIBITS

<u>Exhibit</u>	<u>Description</u>
Exhibit A-1	Legal Description of Parcel 1
Exhibit A-2	Legal Description of Parcel 2
Exhibit A-3	Legal Description of Triangle Parcel
Exhibit A-4	Legal Description of West Property
Exhibit B	Additional Land and Vignes Street Realignment
Exhibit C	Site Plan
Exhibit D	[Intentionally Omitted]
Exhibit E-1	Maps of Public Transit Use Areas on Catellus Owned Property
Exhibit E-2	Maps of Public Transit Use Areas on Additional Land to be owned by Catellus
Exhibit E-3	Maps of RTD Owned Public Transit Use Areas
Exhibit E-4	Map of Public Transit Use Areas on Additional Land to be Owned by RTD
Exhibit E-5	Public Transit Use List
Exhibit E-6	Legal Descriptions of Public Transit Use Areas on Catellus Owned Property
Exhibit E-7	Legend for Exhibits E-1 through E-5

PUBLIC TRANSIT USE AGREEMENT

THIS PUBLIC TRANSIT USE AGREEMENT (this "Agreement") is made as of the 30th day of June, 1992 ("Effective Date"), by and between THE SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a California public corporation ("RTD"), and CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation ("Catellus"). This Agreement is made with reference to the following facts (please refer to Article I for definitions of certain capitalized terms):

A. As a partial result of and subsequent to a lot line adjustment and exchange of real properties, i) 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"), ii) 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"), and iii) Catellus is also the fee owner of the "West Property" and the "Triangle Parcel" located in said City, County and State, more particularly described in Exhibit "A-4" and Exhibit "A-3", respectively, and designated as such on Exhibit "C".

B. As of the Effective Date, the above-referenced properties will be divided into and described by reference to the following parcel letters: the West Property as Parcel "A", Parcel 2 as Parcel "B", Parcel 1 as Parcel "C" and Parcel "D" and the "Triangle Parcel" as Parcel "E", all as shown on Exhibit "C".

C. Pursuant to the "Development Agreement", RTD and Catellus have agreed, among other things, and subject to the terms and conditions therein, to cause the "Property" to be constructed and developed, in phases, as an integrated multi-use complex, including (i) government and commercial office buildings; (ii) service retail, hotel and/or facilities ancillary thereto; (iii) various public-transit improvements; and (iv) 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". Any capitalized term not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Development Agreement.

D. The parties acknowledge that they contemplate entering into a Reciprocal Easement and Operating Agreement ("REOA") designed to grant and create certain reciprocal easements over the Property, to establish certain restrictions on the use of the Property and to establish agreements relating to the operation and common use of the Property.

E. Catellus desires to grant to RTD certain rights and easements, in, to, over and across certain portions of the Property owned by Catellus, RTD desires to covenant that certain uses will be permitted on certain portions of the Property owned by RTD, and Catellus and RTD desire to establish certain rights to and restrictions on the use of certain portions of the Property, and to enter into certain other covenants and agreements relating to the operation and use of those portions of the Property affecting or affected by Public Transit Facilities.

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. Subject to the terms hereof, 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. 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 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 Additional Land is shown as Exhibit "B".

1.02. 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.

1.03. 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 another Parcel or Public Transit Easement is granted or exists.

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

1.05. 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" or other Project infrastructure.

1.06. 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, license or similar right in favor of a Benefited Interest is granted or exists.

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

1.08. 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.

1.09. 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.

1.10. 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).

1.11. 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 the interior portion of a building.

1.12. 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 is being recorded concurrently herewith in the Official Records of Los Angeles County, California as the same may be amended from time to time.

1.13. 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 "C" as the "East Portal". The East Portal shall include retail, art, landscaping and common access elements.

1.14. 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 Improvements or any neighboring property or portion thereof; (b) for the safety of occupants or any other Person; (c) to avoid the suspension of any necessary service in the Property; or (d) to comply with "Environmental Laws".

1.15. 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.

1.16. 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, the Property Manager and their agents, representatives, the employees, officers, directors, licensees and contractors, but not including other Owners, the general public transit users, building users or occupants; provided that, in designating 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.

1.17. First Class Project. The term "First-Class Project" shall mean a project containing public transit facilities (including facilities for train, bus and other transit access and turnaround, and for passenger access and accommodation), and service retail and other related improvements constructed, operated, maintained, restored and replaced in accordance with standards comparable to those of facilities and improvements located in first-class (including public transit) projects of a size comparable to the Union Station Gateway Project; for example, such standards shall be comparable to (a) the 16th Street Transit Mall in Denver, Colorado, as to bus facilities; and (b) the Union Station project in Washington, D.C., as to the interface of rail, parking and retail facilities. If the Parties subsequently agree to develop the Property subject to this Agreement as part of an integrated mixed-use project including governmental and commercial office buildings, hotel and other related improvements, included in such standards shall be those comparable to commercial buildings and improvements located in first-class, mixed-use projects such as: (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.

1.18. 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.

1.19. Grant Deeds. "Grant Deeds" shall mean those certain executed and acknowledged grant deeds, respectively executed by RTD in favor of Catellus with respect to the portions of Parcel 2 and the West Property owned by RTD, and by Catellus in favor of RTD with respect to the portions of Parcel 1 owned by Catellus, recorded concurrently herewith, by which the transfer on the Effective Date of fee title to, and certain easements and use restrictions on, Parcel A, Parcel B, Parcel C and Parcel D shall be effectuated.

1.20. 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 "hazardous waste", "hazardous material", "hazardous substance", 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 the Property.

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

1.22. Improvements. The term "Improvements" shall mean all buildings, outbuildings, parking or loading areas, driveways, roadways or walkways, display or storage areas, stairs, decks, arcades, "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 Public Transit Improvements and any replacements, additions, repairs or alterations thereto of any kind whatsoever.

1.23. In. The word "in" with respect to an easement or right granted "in" a particular Parcel means, as the context may require, "in," "to," "on," "over," "through," "upon," "across," and "under" or any one or more of the foregoing.

1.24. 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 wilful 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 attorney's fees and court costs.

1.25. 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, an easement running in such Party's favor or the Improvements located thereon or on 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.

1.26. 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 upon 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 additions to the Improvements on any Parcel, whether foreseen or unforeseen, ordinary or extraordinary.

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

1.28. Major Construction Work. The term "Major Construction Work" shall mean any Construction Work which would (a) if caused by a Party other than the Public Transit Authority, materially and adversely affect the Public Transit Facilities 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) if caused by any Party, materially and adversely affect the use and enjoyment of, pedestrian or vehicular access to and from, or parking or utility services in, any Parcel or the Improvements thereon. Notwithstanding the foregoing, "Major Construction Work" shall not include (y) the initial construction of the Phase I Improvements, the Phase I Public Transit Improvements, the Phase II Improvements or the Phase II Public Transit Improvements, nor (z) any Construction Work by the Public Transit Authority to the Public Transit Facilities required by Legal Requirements.

1.29. Management Standards. The term "Management Standards" shall mean those certain standards to be agreed to by the Parties and relating to the operational management and security of all Improvements (including temporary Improvements) and Parcels (whether improved or unimproved), but which will

not be applicable to a) the Public Transit Functions (the standards for which the Public Transit Authority shall have the sole right to determine), and (b), except as provided in the last sentence of this Section, that certain portion of the West Property which is encumbered by rights of Amtrak and the owner/operator of the Metrolink Commuter Rail Project for use as a train yard ("train yards"). The Management Standards, as they relate to the Public Transit Facilities, may be amended or supplemented from time to time by the Public Transit Authority (and notice thereof will be given to the Owners); provided that the consent of the Owners shall be required for material changes to the Management Standards (which shall include changes which would materially increase the costs of maintenance or operation to Owners), which consent shall not be unreasonably withheld or delayed. The Management Standards, as they relate to Improvements and Parcels other than the Public Transit Facilities, may be amended only with the consent of all Parties. The Management Standards may contain provisions relating to the screening or fencing of the train yards for the purpose of shielding the train yards from the view of occupants of the remainder of the Property and shall not apply to the train yards in any other respect.

1.30. 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 D 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 Public Transit Regulations, for ingress and egress to the Public Transit Improvements and the Project.

1.31. 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.

1.32. 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 governmental agency and, to the extent applicable, the documents governing a sale-leaseback transaction.

1.33. Owner. The term "Owner" shall mean, subject to the following 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 Mortgagee, trustee of Bonds or the lessor in a sale-leaseback transaction).

1.34. Parcel. The term "Parcel" shall mean the properties and parcels described in Recitals A and B and shown on Exhibit "C", 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

also include any real property which, after the Effective Date, becomes part of or forms a legal lot or parcel in connection with an addition of real property or reconfiguration or split of or addition to any existing Parcel(s) pursuant to Sections 5.09 and 15.10.

1.35. Parking Facilities; Public Transit 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 by Permittees for Metro Rail and other public transit systems and which are not, in accordance with Section 5.11, sold by the Public Transit Authority to a third party (including any government agency) which is not an affiliate of RTD.

1.36. 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.

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

1.38. 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.

1.39. 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 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 fully described in the Development Agreement.

1.40. 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 fully 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 fully described in the Development Agreement.

1.41. 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 attorney's fees).

1.42. 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.

1.43. 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 5.09 and 15.10, together with all Improvements thereon and excluding any real property released from the effect of this Agreement in accordance with Sections 5.09 and 15.10. As of the Effective Date, "Property" means Parcel A, Parcel B, Parcel C, Parcel D and Parcel E.

1.44. Property Manager. The term "Property Manager" shall mean that certain contractor, or, collectively, those certain contractors, if any, responsible in accordance with Article VI to the Public Transit Authority for the day-to-day management and maintenance of Public Transit Facilities in conformance with the Management Standards.

1.45. 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 12.02. 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.

1.46. Public Transit Easements. The term "Public Transit Easements" shall mean those certain easements granted by Catellus to RTD and its Permittees pursuant to Article II of this Agreement. The Public Transit Easements existing as of the Effective Date are shown on Exhibit "E-1", pages 1, 2 and 3, and described on Exhibit "E-6", and certain contemplated Public Transit Easements over the Additional Land are shown on Exhibit "E-2", pages 1, 2 and 3.

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

1.48. 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.

1.49. Public Transit Improvements. The term "Public Transit Improvements" shall mean those certain public transit improvements comprising part of the Project which shall be constructed in 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.

1.50. Public Transit Regulations. The term "Public Transit Regulations" shall mean the rules and regulations to be agreed upon by the Parties governing the use (including the right to prohibit or regulate use by Permittees), operation, management, security, maintenance and enjoyment of the Public Transit Facilities (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 Public Transit Authority (and notice thereof will be given to the Owners); provided that the consent of the Owners shall be required for material changes to the Public Transit Regulations, which consent 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 requirements of any Mortgagee of the Public Transit Authority. Further, to the extent necessitated by Emergency, the Public Transit Authority shall have the right to unilaterally change the Public Transit Regulations for the duration of the Emergency. The Public Transit Regulations will not apply to Public Transit Functions.

1.51. 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 5.09, may become Public Transit Use Areas on portions of the Additional Land which will be owned by Catellus and will be affected by additional Public Transit Easements, as 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 5.09, may become Public Transit Use Areas are shown on Exhibit "E-4".

1.52. Public Transit Uses. The term "Public Transit Uses" shall mean the following uses (which are subject to applicable limitations set forth in this Agreement):

a) vehicular ingress, egress and passage over the Metro Plaza, the South Roadway and the roadways, driveways, entrances, exits, ramps, and such other facilities contained in the Public Transit Facilities as are designated for such use and are not Exclusive Transit Facilities;

b) pedestrian ingress, egress, passage and accommodation over the sidewalks, plaza areas, malls, bridges, walkways, ramps, stairways, elevators, escalators and such other facilities in the Public Transit Facilities as are designated for such use and are not Exclusive Transit Facilities;

c) vehicular parking in the portions of the Public Transit Use Areas designated for public vehicular parking on Exhibits "E-1" through "E-5";

d) such service retail businesses as the Parties shall agree to permit;

e) landscaping, hardscaping and artistic treatments of the Public Transit Use Areas; and

f) uses incidental or ancillary to the foregoing.

1.53. 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.

1.54. 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.

1.55. 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 Permittee 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.

1.56. Transit Provider Uses. The term "Transit Provider Uses" shall mean the following uses (which are subject to applicable limitations set forth in this Agreement):

- a) installing, constructing, reconstructing, maintaining, leasing, operating, repairing, replacing and removing any or all of the Public Transit Facilities;
- b) excavating, backfilling, underpinning, installing, constructing and maintaining vertical and horizontal support to all structural members, bearing walls, footings, foundations, columns and beams which are a part of the Public Transit Facilities;
- c) installing, constructing and maintaining Utility Facilities, meters, electrical wiring and cables, communication systems, life support and fire systems, television and radio cables, microwave antennae, air conditioning and heating ducts

and equipment, plumbing, pipes, exhaust ducts and other building and mechanical systems, to the extent required to serve, protect and maintain the Public Transit Improvements; and

d) uses incidental and ancillary to the foregoing.

1.57. Triangle Parcel. The term "Triangle Parcel" shall mean the triangularly shaped property currently owned by Catellus, as described on Exhibit "A-3" and designated on Exhibit "C" as Parcel "E".

1.58. Tunnel. The term "Tunnel" shall mean that certain underground pedestrian causeway, including the west entrance thereof but not including the East Portal, connecting the East Portal on the east to the Union Station Terminal Building on the west, as such causeway 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 or a Public Transit Improvement.

1.59. Unavoidable Delays. The term "Unavoidable Delays" shall mean delay 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 Legal Requirements, delay in permit processing or litigation relating to (i) entitlements, (ii) CEQA review, or (iii) the development or use of the Public Transit Facilities 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 of 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 Partner 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).

1.60. Union Station Project. The term "Union Station Project" shall mean that certain real property located in the City and County of Los Angeles, State of California, more particularly described in the Development Agreement, proposed to be developed as an integrated multi-use project, including office, retail, hotel and public transit uses.

1.61. 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 only the portions leased to Amtrak).

1.62. Utility Facilities. The term "Utility Facilities" shall mean utility and service lines and systems serving the Project, 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.

1.63. 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 5.09 and 15.10 and shall exclude any portion of those Parcel(s) which shall be released from the effect of this Agreement pursuant to Sections 5.09 and 15.10.

ARTICLE II

EASEMENTS AND LICENSES

2.01. Public Transit Easements.

A) Grant. Catellus hereby grants to RTD perpetual exclusive easements in those Public Transit Use Areas as shown on Exhibit "E-1", pages 1, 2 and 3, described on Exhibit "E-6", for those Public Transit Uses listed on the Public Transit Use List set forth on Exhibit "E-5". Such easements shall be enforceable equitable servitudes upon the Property and shall be binding upon the Property and each Person having any right, title or interest in all or a part of the Property and their respective successors and assigns.

B) Future Grant Over Additional Land. Catellus hereby covenants and agrees that it shall grant to RTD perpetual exclusive easements in those Public Transit Use Areas located on those portions of the Additional Land (if any) which shall come to be owned by Catellus following the Effective Date as shown on Exhibit "E-2", pages 1, 2 and 3, for those Public Transit Uses listed on the Public Transit Use Area List attached hereto as Exhibit "E-5", and such easements shall be enforceable equitable servitudes upon the Property and shall be binding upon the Property and each Person having any right, title or interest in all or a part of the Property and their respective successors and assigns.

C) General Conditions. Subject to the Right of First Offer described in Section 5.10 and unless otherwise agreed between Catellus and the Public Transit Authority, Catellus and its Permittees shall have no right to use the Public Transit Parking Facilities for parking. Subject to the foregoing, however, and notwithstanding any other provision of this Agreement and the fact that the easements referred to in this Section 2.01 are exclusive, the term "exclusive" as applied to such easements shall mean that Catellus shall have no right to grant additional easements in the affected areas to others, but "exclusive" shall not be construed to prohibit Catellus or its Permittees from using such areas, provided that

such use does not materially or unreasonably detract from the rights of the Public Transit Authority to the Public Transit Easements, the use thereof by the Public Transit Authority or the utility or value thereof to the Public Transit Authority. Such use is further subject to Catellus' obligation, if any, to bear its share of operational expenses and capital costs in the manner of and in accordance with the Cost Allocations as defined in the Development Agreement, as the same shall have been further defined and structured pursuant to subsequent agreements, if any, between the Parties.

2.02. Public Transit Use Areas in RTD-Owned Property.

A) Covenant. RTD hereby covenants and agrees, for the benefit of Parcel A and Parcel B (as shown on Exhibit "C" and described on Exhibits "A-4" and "A-2", respectively), to permit the Public Transit Uses listed on the Public Transit Use List attached hereto as Exhibit "E-5" in those Public Transit Use Areas located on the portion of the Property owned by RTD, as shown on Exhibit "E-3", pages 1, 2 and 3. Such rights shall be enforceable equitable servitudes upon the Property and shall be binding upon the Property and each Person having any right, title or interest in all or a part of the Property and their respective successors and assigns.

B) Future Covenant Over Additional Land. RTD hereby covenants and agrees for the benefit of Parcel A and Parcel B that it shall permit those Public Transit Uses listed on the Public Transit Use List attached hereto as Exhibit "E-5" in those Public Transit Use Areas located on those portions of the Additional Land (if any) which shall come to be owned by RTD following the Effective Date as shown on Exhibit E-4, and such rights shall be enforceable equitable servitudes upon the Property and shall be binding upon the Property and each Person having any right, title or interest in all or a part of the Property and their respective successors and assigns.

2.03. Transit Provider Uses.

A) Grant by Catellus. Catellus hereby grants to RTD perpetual non-exclusive easements in those portions of the Property owned by Catellus as are reasonably necessary for the use and enjoyment of the Transit Provider Uses. Such easements shall be enforceable equitable servitudes upon the Property and shall be binding upon the Property and each Person having any right, title or interest in all or a part of the Property and their respective successors and assigns.

B) Future Grant Over Additional Land. Catellus hereby covenants and agrees that it shall grant to RTD perpetual non-exclusive easements in those portions of the Additional Land (if any) which shall come to be owned by Catellus following the Effective Date as are reasonably necessary for the use and enjoyment of the Transit Provider Uses and such easements shall be enforceable equitable servitudes upon the Property and shall be binding upon the Property and each Person having any right, title or interest in all or a part thereof and their respective successors and assigns.

C) Covenant by RTD. RTD hereby covenants and agrees, for the benefit of Parcel A and Parcel B, to permit the Public Transit Authority to exercise the Transit Provider Uses over those portions of the Property owned by RTD as are reasonably necessary for the use and enjoyment of the Transit Provider Uses, and such rights shall be enforceable equitable servitudes upon the Property and shall be binding upon the

Property and each Person having any right, title or interest in all or a part of the Property and their respective successors and assigns.

D) Future Covenant Over Additional Land. RTD hereby covenants and agrees, for the benefit of Parcel A and Parcel B, that it shall permit the Public Transit Authority to exercise the Transit Provider Uses over those portions of the Additional Land (if any) which shall come to be owned by RTD following the Effective Date as are reasonably necessary for the use and enjoyment thereof, and such rights shall be enforceable equitable servitudes upon the Property and shall be binding thereon and upon each Person having any right, title or interest in all or a part of the Property and their respective successors and assigns.

E) Restrictions on Catellus Use of Certain Public Transit Use Areas. Notwithstanding that the easements referred to in this Section 2.03 are described as "non-exclusive", the use, if any, of the areas and portions of the Property subject to said easements by Catellus and its Permittees shall be in a manner which does not materially or unreasonably detract from the rights of the Public Transit Authority to the Public Transit Easements, the use thereof by the Public Transit Authority or the utility or value thereof to the Public Transit Authority.

2.04. Catellus Excavation and Utility Rights. Notwithstanding anything to the contrary in this Agreement and notwithstanding the existence of any Public Transit Easements, with respect to those Public Transit Use Areas located on real property owned by Catellus, Catellus hereby reserves, reasonable rights for (i) installing and maintaining vertical and horizontal support to all structural members, bearing walls, footings, foundations, columns and beams which are a part of the Improvements constructed or to be constructed on Parcel 2, the West Property or those portions of the Additional Land owned by Catellus, and (ii) installing and maintaining utility lines, meters, electrical wiring and cables, communication systems, television and radio cables, air conditioning and heating ducts and equipment, plumbing, pipes, exhaust ducts and other building systems, to the extent required to serve, protect and maintain the surface and subsurface Improvements constructed or to be constructed on Parcel 2, the West Property or those portions of the Additional Land owned by Catellus, provided that Catellus shall exercise such rights in a manner which does not materially or unreasonably detract from the rights of the Public Transit Authority to the Public Transit Easements, the use thereof by the Public Transit Authority or the utility or value thereof to the Public Transit Authority. Subject to the same limitations, Catellus will reserve the same rights over any portion of the Additional Land which shall become Public Transit Use Areas.

2.05. Construction Entry License. RTD and Catellus hereby establish for the benefit of each Party (being the Benefited Party) a temporary license to enter upon 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 extensions for Unavoidable Delays, no Party may use a construction license granted pursuant to this Section for a period in excess of two years commencing upon the date when the Burdened Party is notified of such construction as provided in Section 3.01, unless otherwise agreed in writing by the Benefited Party and Burdened Party or unless at the expiration of said period the Benefited Party shall have over the prior six months 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 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.

2.06. Maintenance License. RTD and Catellus hereby establish for the common benefit of the Parties a non-exclusive license over the Property for the sole purpose of permitting the Property Manager access to perform the obligations of Property Manager under this Agreement and the PMA (as hereinafter defined).

2.07. Utility Easements and Rights - Conditions. With respect to the rights, uses and easements described at or created pursuant to Sections 2.01, 2.03 and 2.04 and the Grant Deeds (as the same relate to Utility Facilities), each Benefited Party may use the foregoing rights, uses and easements for the purposes and subject to the limitations set forth in this Agreement and this Section. In exercising such rights, uses and easements, the providing utility service company may, subject to the reasonable approval of the Burdened Party, 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 Improvements on such Parcel. However, a Burdened Party may not refuse to consent to the exercise of or grant any such right, use or easement which may be requested by any Benefited Party (or by the City or any utility company on behalf of any Benefited Party) if: (a) such right, use or easement or the exercise thereof, as the case may be, is reasonably necessary to provide utility service to undeveloped portions of the Property, or will not materially interfere with any Improvements then constructed, to be constructed or contemplated under development plans for the Burdened Interest, and (b) the Benefited Party agrees in writing to repair and maintain any Utility Facilities installed in the exercise of such right, use or easement and shall repair and restore any resulting damage to the Burdened Interest and the Improvements thereon. Utility Facilities shall also be subject to the terms and conditions of Section 3.06.

2.08. Excavation Easement - Conditions. Each Benefited Party may use the rights, uses and easements created pursuant to or described at Sections 2.01, 2.03 and 2.04 and the Grant Deeds (as the same relate to excavation) for the purposes and subject to the limitations contained in this Agreement and this Section 2.08. The Benefited Party shall undertake all reasonable efforts and shall utilize all reasonable diligence so that the period of construction in or affecting the Burdened Interest is as short as reasonably practicable (without incurring any obligations for payment of overtime or premium), so as not to unreasonably interfere 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 nor interfere respectively with the lateral support or structural integrity of the Burdened Interest or any

Improvement constructed thereon, and during the construction period shall not unreasonably interfere with the use and enjoyment of the Burdened Interest. The Benefited Party 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 easement in a safe and clean condition and shall also comply with all applicable Legal Requirements. Subject to Section 5.07, 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 and the Benefited Party shall Indemnify the Burdened Party from and against all Loss arising from or in connection with such excavations and Improvements.

2.09. No Public Dedications. 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. The Public Transit Authority shall have the right to temporarily close all or any portion of the Public Transit Facilities in order to perform maintenance, repair or reconstruction work or as it 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.

2.10. Revenues. Except as shall be mutually agreed upon by the Parties as to service retail businesses, any and all revenue generated from Public Transit Uses in the Public Transit Facilities shall inure to the sole benefit of RTD, and RTD shall bear sole responsibility for collecting or causing the collection of any such revenue.

2.11. Alternate Locations for Phase II Public Parking. Use of the Public Transit Easement with respect to the Phase II Public Parking Area shall be subject to the physical feasibility of incorporating the Phase II Public Parking into the design of the Phase II Improvements. The Phase II Public Parking shall be constructed concurrently with the Phase I Public Parking, unless otherwise determined by RTD. To the extent that all or any portion of the Phase II Public Parking is not constructed concurrently with Phase I Public Parking, RTD shall continue to have the right to construct such Phase II Public Parking in the Phase II Public Parking Area, as described and in accordance with the Development Agreement, but subject to Section 2.11.1. The rights described in this Section shall continue in effect until such time as all of the Phase II Public Parking has been constructed by RTD or RTD has forfeited the right to construct such parking in accordance with the Development Agreement (as defined in the Development Agreement).

2.11.1 In furtherance of the Metro Rail EIS requirement of construction of 2500 public parking spaces in the Union Station vicinity as mitigation for the Metro Rail project, the Parties have agreed to fix the total number of parking spaces required for Public Transit Improvements parking and for non-public parking purposes of RTD (the "RTD Non-Public Parking"), at a maximum of 3,055 spaces. The Public Transit Improvements component of such parking (measured for, among other purposes, the purpose of determining the number of spaces to which the Catellus "right of first offer" contained in Section 5.10) shall comprise (a) the total number of spaces actually built as part of the RTD Non-Public Parking and the Phase I Public Parking and Phase II Public Parking minus (b) 800 spaces.

The Parties currently (subject to further design and cost analysis) contemplate that Phase I Public Parking

shall be constructed on portions of Parcel 1 and Parcel 2 (including subjacent to the South Roadway) and those portions of the West Property subject to the Public Transit Easements. The remaining number of spaces required to meet the public parking requirement shall be denominated Phase II Public Parking and shall be constructed in the Phase II Public Parking Area. The Phase II Public Parking Area shall be further divided into the "Initial Parcel 2 Public Parking Area" and the "Optional Parcel 2 Public Parking Area" (collectively, the "Parcel 2 Public Parking Area") and the "Vignes Street Public Parking Area" (as such terms are defined in the Development Agreement). The Parties contemplate that the Phase II Public Parking shall be constructed on the Vignes Street Public Parking Area and the Initial Parcel 2 Public Parking Area concurrently with construction of the Phase I Public Parking. RTD shall have the right to determine, in RTD's sole discretion, whether to construct the Phase II Public Parking concurrently with the Phase I Public Parking. If the construction of the Vignes Street Public Parking Area (i) is not a part of the project or work to which the "Notice to Proceed" (hereinafter defined) pertains; or (ii) is not completed within thirty-six (36) months after the "Notice to Proceed" is issued, RTD shall be deemed to have relinquished its Public Transit Easement in (and only in) the Optional Parcel 2 Public Parking Area, and from such date, the easement in such parking area shall forever lapse and terminate. "Notice to Proceed" means a notice issued to the contractor with respect to realignment and construction of Vignes Street, as contemplated by the Development Agreement.

All public parking constructed shall be consistent with the requirements set forth in Table 2-2, page 2-33 of the Metro Rail EIS, as the same may be amended from time to time and shall be located within 1000 feet of either the East Portal or the West Entrance to Metro Rail. To the extent reasonably practicable, Project design shall separate the Phase I and Phase II Public Parking from non-public transit parking facilities associated with the Phase I Improvements and the Phase II Improvements. The Parties shall seek to minimize operating costs by consolidation, to the extent feasible, of operations and management of and access to parking facilities, so as to minimize such costs for each Party.

Catellus may request and, if so requested, RTD may agree, in its sole discretion, to relocation of the Phase I Public Parking or the portion of the Phase II Public Parking located in the Vignes Street Public Parking Area to a location at Union Station. In accordance with the provisions of Section 2.11.2 below, Catellus may elect to construct or relocate Phase II Public Parking to be located in the Parcel 2 Public Parking Area to a location at Union Station. If any relocation or reconstruction is agreed upon as aforesaid, RTD shall have reasonable approval rights in connection with such reconstruction or relocation with respect to basic parking facility issues including design, access and fee collection. All spaces so relocated shall have convenient street access and shall be located within a radius of 1000 feet of either the East Portal or the West Entrance to Metro Rail. Any such relocation shall be subject to the prior written consent of all Mortgagees having a lien on any property affected by such relocation.

2.11.2 Upon (i) a determination by Catellus to proceed with Design Development Documents with respect to any development upon all or a portion of Parcel 2 and (ii) a determination by RTD to proceed with Design Development Documents for the Phase II Public Parking upon all or a portion of Parcel 2, such Party shall notify the other in writing of its intention to begin such activities (a "Phase II Notice").

2.11.2.1 In case of clause (i) above, RTD shall have sixty (60) days from the date of receipt of the

Phase II Notice to respond in writing to Catellus of RTD's intention to proceed with design and construction of the Phase II Public Parking upon the portion(s) of the Parcel 2 Public Parking Area on which Catellus intends to commence construction, subject to approval of funding by the RTD Board of Directors which approval shall be obtained within sixty (60) days following submission by Catellus to RTD of a proposal which contains sufficient information, in RTD's reasonable discretion, to permit the Board of Directors of RTD to approve financing therefor. If RTD determines to pursue construction of such public parking it shall direct Catellus to cause design and construction of such parking as part of Phase II construction and at RTD's sole cost and expense except as provided in Section 5.4 of the Development Agreement or in the Cost Allocations as defined in the Development Agreement. RTD shall forfeit the right to construct on the portion of Parcel 2 upon which Catellus constructs improvements in accordance with a Phase II Notice, any spaces which it does not require to be constructed thereon in accordance with the foregoing. However, the foregoing shall not limit RTD's rights with respect to construction of Phase II Public Parking in any portion of the Parcel 2 Public Parking Area in which Catellus does not construct improvements pursuant to the foregoing notice.

2.11.2.2 In case of clause (ii) above, Catellus shall have sixty (60) days from the date of receipt of the Phase II Notice to make an initial determination of whether it wishes to construct additional improvements over the parking structure proposed by RTD. If it does, then the Parties shall mutually agree as to the design and construction issues either as set forth in Sections 4.1, 4.3, 4.6 and 4.7 of the Development Agreement, with respect to the Phase II Improvements, or otherwise as mutually agreed. If Catellus informs RTD that it does not intend to cause construction of such improvements, or fails to respond in writing within the sixty (60) day period allotted therefor, then unless Catellus makes the election provided for in Section 2.11.2.3 below, RTD may proceed to cause construction on the portion of Parcel 2 indicated on the Phase II Notice of the number of spaces agreed upon by the Parties to constitute the Phase II Public Parking (and not previously constructed), in a location and pursuant to Construction Documents caused to be prepared by and reasonably acceptable to the Parties. RTD shall be permitted to construct such parking above grade unless (a) such parking spaces are to be constructed as part of a larger construction project necessitating below grade construction or (b) Catellus requests in writing that construction be constructed below grade, and in either case, provided that Catellus pays all of the Additional Costs associated with such construction calculated in accordance with Section 5.4.1.4 of the Development Agreement (and not merely those prescribed by the \$1.50 per Rentable Square Foot formula), either by allocation from the Budget for such improvements or by other method approved by RTD in its sole discretion. Catellus shall be permitted to demolish, modify or reconstruct any RTD parking facility constructed on Parcel 2 prior to construction of the Phase II Improvements in order to permit construction of the Phase II Improvements thereon, provided that all costs of such demolition, modification or reconstruction shall be borne by Catellus. Any such action shall not unreasonably interfere with access to and use of the public parking facilities by RTD and the general public, or alternatively, Catellus shall provide during the course of such reconstruction at least the same number of parking spaces in an alternative location no further than 1000 feet from the East Portal or the West Entrance to Metro Rail, which shall be allocated exclusively to public parking and from which RTD shall derive all revenues. Such use shall be at no additional expense to RTD. All plans for demolition, modification, reconstruction and relocation shall be approved by RTD in advance of construction provided that such approval shall not be unreasonably withheld or delayed.

2.11.2.3 Notwithstanding the provisions of Sections 4.2.2.1 and 4.2.2.2 of the Development Agreement (as modified above), Catellus shall have the right at its election exercisable in its sole discretion, to designate, by written notice to RTD delivered within the sixty (60) day period following issuance of any Phase II Notice, an alternative site to Parcel 2 for construction and/or relocation of all or a portion of the Phase II Public Parking, provided that Catellus has title to such site or obtains written agreement from the owner of such site permitting such use, Catellus obtains the prior written consent of all Mortgagees having a lien on the property subject to relocation and Catellus is able to and does in fact provide to RTD a Public Transit Easement permitting construction of the Phase II Public Parking or such portion thereof on said alternative site in a location reasonably acceptable to RTD and Catellus within 1000 feet of the East Portal or the West Entrance to Metro Rail. As soon as practicable after its exercise of such election, and in no event later than the earlier of (i) commencement of Construction Documents for the Phase II Improvements or (ii) six (6) months after the date of such election, Catellus shall grant to RTD all such Public Transit Easements as may be needed for access to and ingress and egress from, and for the construction, use, occupancy, repair and maintenance of, the public parking spaces and ancillary facilities in the alternative location(s). The property upon which such easements are granted shall become part of the Public Transit Use Area. Prior to exercising the right to designate an alternative Site to Parcel 2 for construction and/or relocation of all or a portion of the Phase II Public Parking, Catellus shall obtain the consent of any Mortgagee having a lien on the affected property.

(a) If the parking spaces to which Catellus wishes to relocate RTD (the "Replacement Spaces") have not previously been constructed, and the portion of the Phase II Public Parking corresponding to such Replacement Spaces has not been constructed on Parcel 2, construction of the Replacement Spaces shall constitute Public Transit Improvements and the cost of such construction (if the spaces are located below grade) shall be allocated as Additional Costs between the Parties as described in Section 5.4.1.4 of the Development Agreement and otherwise financed and borne by RTD. In that event, the property upon which the Replacement Spaces are to be located shall be deemed a Phase II Public Parking Area, construction of such spaces shall constitute construction of the Phase II Public Parking and RTD shall have the right to review and approve design, location, and schedule of construction and Budget with respect to such construction as described in Section 4 of the Development Agreement. RTD shall not be required to construct such spaces at the time of relocation but shall instead be permitted, at any time thereafter, to make one request for construction of public parking spaces in the alternative Public Transit Easement and in association with that request may cause construction of the balance of the Phase II Public Parking.

(b) If RTD has previously constructed upon Parcel 2 the Phase II Public Parking spaces which Catellus desires to relocate but Catellus has not previously constructed the Replacement Spaces, then Catellus shall be permitted, subject to the approval of all Mortgagees having a lien on the property upon which the replacement spaces are located, to relocate such spaces if, and only if (i) it obtains the approval of RTD with respect to design, construction, budget and location of the Replacement Spaces and (ii) construction of the Replacement Spaces is at Catellus' sole cost and expense. In constructing the Replacement Spaces, Catellus shall be required to place such spaces below grade if the existing public spaces were constructed below grade; however, such spaces shall be otherwise in form determined by Catellus, subject to reasonable approval by RTD.

(c) If the Replacement Spaces have previously been constructed, then,

(i) if RTD has not previously constructed the portion of Phase II Public Parking corresponding to the Replacement Spaces, RTD may at any time thereafter choose in its sole discretion to purchase from Catellus its rights in the Replacement Spaces, in which event RTD and Catellus shall negotiate with respect to the cost of the Replacement Spaces, which cost shall not exceed the cost of construction of the Replacement Spaces less Additional Costs due from Catellus to RTD; or

(ii) if RTD has previously constructed all or the portion of the Phase II Public Parking on Parcel 2 corresponding to the Replacement Spaces, the Parties shall exchange such spaces; provided, however, that no exchange shall take place unless (a) Catellus pays all costs associated with any sale or refinancing necessary to create substitution rights and/or to effectuate such substitution; and either (b) the financing then in place permits the substitution of collateral; or (c) Catellus covenants in favor of RTD and or its lender to provide for RTD's exclusive use of all or a portion of those parking spaces to be relocated. The Parties shall use best efforts (at no additional cost) to ensure that any financing documents entered into by either Party shall provide for a substitution of collateral in the event of an exchange of parking spaces in the manner described above.

All parking proposed to be relocated or reconstructed by Catellus pursuant to this Section 2.11.2 shall in RTD's reasonable judgment be in a comparable location (in terms of access to public roadway and Metro Rail and Public Transit Improvements) and of comparable utility (in terms of consolidation of operation and management, fee collection potential, cost of management and security) to the Parcel 2 Public Parking Area (with comparability subject to Arbitration if Catellus disagrees). In addition, if the Replacement Spaces have not been constructed at the time Catellus seeks to exercise its rights under this Section 2.11.2.3, then the design and construction of such Replacement Spaces shall be in accordance with RTD's design program and standards, as established by reference to the existing Phase II Public Parking being exchanged, if any. In the event of any relocation, RTD and Catellus shall agree as to which public parking spaces upon the Site shall be used in connection with non-transit improvements and which spaces (at Union Station or otherwise) shall be transferred to RTD for public use. If Catellus seeks to relocate only a portion of the Phase II Public Parking, in addition to the approval rights described above, RTD shall have the right to approve the number of spaces to be relocated, including those to be relocated pursuant to Section 2.11.2.3.(b). In the event of a disagreement under the preceding sentence relating to the determination of which spaces on the Site shall be converted from public to private use or the location of the Replacement Spaces, the Parties shall submit the dispute to Arbitration. If the Parties exchange spaces or RTD purchases spaces pursuant to subparagraph (c)(i) above, the spaces allocated to public use shall be Public Transit Improvements and the spaces allocated to Catellus shall no longer be considered Public Transit Improvements. RTD shall derive all revenue and incur all applicable costs and operating expenses (subject to reimbursement for Additional Costs) with respect to those spaces designated as Public Transit Improvements.

2.12. Relocation of Public Transit Improvements.
Subject to the approval of the Parties, if any, required by Article III and Article IV hereunder, RTD hereby reserves from

its foregoing covenants, and is hereby granted by Catellus, the right, to be exercisable by the Public Transit Authority, to construct, relocate on property owned or controlled by RTD, alter or eliminate any of the Public Transit Improvements, provided that reasonably comparable vehicular and pedestrian access, use and enjoyment and utility services in the Property shall be maintained for all Owners.

The parties agree that Catellus may relocate that certain public parking access ramp ("South Roadway Entrance Ramp") shown on page 1 of Exhibit E-1 as Easement "H", provided that i) such relocation is reasonably necessary for the contemplated development of the West Property, ii) the Public Transit Authority consents to such design and location of the relocated ramp, iii) the ramp is relocated to a location within the Property, iv) after the relocation, reasonably comparable vehicular access, use and enjoyment is provided as it relates to the ramp and its ancillary parking and v) all Loss related to or arising from the relocation are paid by Catellus.

2.13. Metro Rail License. The easements and rights created or contemplated hereby shall be subject to that certain "Union Station Metro Rail Construction Right of Entry License and Permanent Easement Agreement" dated as of November 3, 1987, by and between Atchison Topeka & Santa Fe Railway Company, Southern Pacific Transportation Company, the Los Angeles Salt Lake Railroad Company and, its Lessee, Union Pacific Railroad Company, collectively, as "Licensor" thereunder, and RTD as "Licensee" thereunder, as amended from time to time, and to easterly extensions of the Metro Rail tunnels which Catellus shall grant on Parcel B in the area shown on Map 3 which is part of Exhibit "E-1" within 30 days of RTD providing Catellus with sufficient information to describe such easement (any such grants shall be subject to the consent of any Mortgagee having a lien on Parcel B, which consent Catellus hereby covenants to obtain), and no merger of interests or estates shall occur as a result of the rights created thereby or by this Agreement or RTD's acquiring any other interest or estate in the Property unless RTD consents to such a merger in writing.

2.14. Encroachment. If (a) any Improvement actually encroaches upon any portion of an adjacent Parcel or Public Transit Facilities, or (b) 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) or (b) 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.

2.15. Change of Use. Notwithstanding the description of uses of the Public Transit Use Areas as stated in Exhibit "E-5" or elsewhere in this Agreement, the use of such areas is not confined to present means of and vehicles for transportation of people if new or alternative means of and vehicles for transportation of people are developed, provided that the use and enjoyment of the Burdened Interest is not materially impaired and the costs of ownership and maintenance of the Burdened Interest are not materially increased.

2.16. Destruction of Public Transit Use Areas. Destruction of a portion of an Improvement which contains a Public Transit Use Area in a Burdened Parcel shall not ipso facto terminate or destroy the easements or rights of the Benefited Parcel which easements or rights shall remain and apply to any new structure constructed on the Burdened Parcel.

Destruction of a portion of an Improvement which contains a Public Transit Use Area located in Property owned by RTD shall not ipso facto terminate or destroy the rights created by covenant pursuant to Section 2.02 which rights shall remain and apply to any reconstruction or restoration of such destroyed portion of the Improvement on such RTD-owned Property.

2.17. Termination of Easements. The easements, licenses and rights granted and reserved and the covenants made pursuant to Sections 2.01, 2.02, 2.03, 2.04, 2.05, 2.07, 2.08 and 2.14 shall survive the termination of this Agreement and continue so long as the Improvements benefited by such easements, licenses, rights and covenants (or any replacements thereof made prior to termination of this Agreement) are then in existence and remain in existence. Said easements and covenants, and attendant licenses and rights, may be earlier terminated in accordance with procedures set forth in the California Civil Code, or other statutory procedures in California relating to the abandonment of easements.

2.18. Successors and Assigns. This Article II and the rights, easements, and restrictions herein shall, except as and if otherwise expressly stated herein, be binding upon and inure to the benefit of the successors and assigns of RTD, Catellus and all other Parties.

2.19. Effectiveness of Easement Transfer. The Parties acknowledge that the grant of any easement or right under this Article II may only pertain to so much of the Property which the granting Party owns as of the Effective Date hereof. Each Party acknowledges that it has had a reasonable opportunity to review the title and other records relevant to determination of the ownership of real property interests that may be granted to said Party by this Agreement.

If an easement or right intended to be transferred as to certain portions of the Property by this Agreement is determined to have been an ineffective transfer due to the lack of ownership by the granting Party of the necessary real property interests as of the Effective Date, all Parties shall take all reasonably necessary steps and execute and record all reasonably necessary documents to effectuate the intended transfer of real property rights and interests.

2.20. Nature of Easements. All easements created by or pursuant to this Article, except as otherwise expressly stated, shall be appurtenant easements and not easements in gross.

2.21. Permittees Rights. Any Party granted or reserved an easement or right hereunder may allow its respective Permittees to use the same for the purposes and subject to the limitations set forth in this Agreement.

2.22. Metro Plaza Capacity. The Parties acknowledge that the Metro Plaza has been designed and will be constructed with regulation of the flow of buses as an objective, and the Public Transit Authority (and its franchisees and licensees) will not utilize the Metro Plaza beyond its designed capacity limits or for bus layover.

2.23. South Roadway. The South Roadway shall be a Public Transit Facility; however, Catellus and its Permittees shall share in the use of 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 and absolute discretion, and RTD covenants to grant to Catellus an easement for such automobile access use on portions of the South Roadway which

become owned by RTD and which are not dedicated for public use. Catellus hereby covenants to grant 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 and absolute 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.

2.24. Incorporation of Exhibits. Those exhibits attached to this Agreement are incorporated in this Article II by this reference.

2.25. Deed Restriction Easement. Catellus hereby grants to RTD an easement over Parcel B for the purpose of fulfilling those certain conditions contained in that certain instrument recorded on January 26, 1991, as Instrument No. 91-966449 in the Official Records of Los Angeles County, California, provided that: (a) all work and improvements in connection therewith shall be consistent with work plans relating to the Metro Plaza and the Public Transit Improvements as of June 30, 1992, as such plans may be amended by the mutual agreement of the Parties; (b) in fulfilling such conditions, RTD shall not materially interfere with the use by Catellus of property owned by Catellus; and (c) RTD shall Indemnify Catellus against all Loss in connection with fulfilling such conditions and any work or Improvements relating thereto. Further, RTD hereby covenants to use reasonable efforts to remove such conditions from property owned by Catellus.

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 subject to this Agreement, until such Major Construction Work is approved as provided in Article IV and subject to the applicable standards set forth in Articles II and III. All Construction Work undertaken by any Person upon any part of the Property subject to this Agreement, shall be performed (and any construction license pursuant to Section 2.05 shall be exercised) (a) at the sole expense of the Party causing or authorizing such work (unless specifically provided to the contrary in any agreement among the Parties); (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 of 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 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) subsequent to furnishing the Burdened Party with at least 30 days' written notice prior to the undertaking of such Work (except in the case of Emergency, in which event such notice, whether written or oral, as is practicable under the circumstances shall be given); (h) if by non-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 (i) 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 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 as an additional insured, 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 5.07, the Party causing or authorizing such Construction Work shall Indemnify the other Parties against all Loss (including mechanics' liens) from or in connection with such work or any entry related thereto. No Person shall permit any mechanics' 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 or this Agreement and except for warning and safety signs, no signs or advertising materials shall be placed upon any fence without the prior written approval of all Parties.

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 and Improvements (or causing the same to be kept) in a reasonably clean and dust-free and mud-free condition 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, but the Parcels shall be kept in a neat and orderly condition during construction periods. 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 Public Transit Regulations and Management Standards or otherwise approved by the Parties.

3.06. Utility Connections. All Utility Facilities shall be contained in conduits or cables installed and maintained underground or concealed in, under or on Improvements approved by the Parties. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Improvements permitted by this Agreement. All utilities serving the Public Transit Facilities, to the extent practicable, shall be separately metered. In the event any utilities serving Public Transit Facilities are jointly metered with other utilities serving a single Parcel, the applicable utility costs shall be allocated among the Public Transit Facilities and all other Improvements located on such Parcel, which allocation shall be 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). 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 3.07 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.

3.07. Emergency Work. Notwithstanding any other requirement for notice contained in this Agreement, in the event of an 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.

3.08. Public Transit Improvement Plans. As to Construction Work which, but for the applicability of Clause (2) in the definition of "Major Construction Work" in Article I, would have been defined as Major Construction Work, a summary of the Improvement Plans therefor shall be provided by the Public Transit Authority to the other Parties for their reasonable review and comment, and any dispute as to whether such Construction Work was or was not caused by Legal Requirements may be resolved by arbitration pursuant to Article XIV.

ARTICLE IV

MAJOR CONSTRUCTION WORK

4.01. Approval by Parties. Subject to Section 4.08, prior to the commencement of any Major Construction Work, the

Person commencing such work shall obtain the consent of 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 all Interested Parties and all applicable Governmental Authorities in accordance with the standards and procedures hereinafter set forth. Approval of Improvement Plans shall be based, among other things, on conformance to the Development Agreement if applicable, any master plan or other development plan for the Property adopted by the mutual agreement of the Parties, the Management Standards, Legal Requirements, other plans and standards of development and design adopted by mutual agreement of the Parties from time to time, structural design (to the extent it bears on safety and exterior architectural style), the adequacy of the Parcel dimensions and the relation of finished grades and elevations to those for adjacent Parcels and 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. A summary of the proposed Improvement Plans (as hereinafter defined) in sufficient detail to disclose the scope, extent, expected duration and material impacts of the work shall be provided to each Party by the Person proposing to perform Major Construction work ("Submitting Person").

Any Party desiring to further participate in the subsequent process of review and approval of such Improvement Plans as an Interested Party must notify the Submitting Person in writing of such desire within 10 days of receipt of the summary from the submitting Owner describing the 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 theretofore shall have been approved or decided by any Interested Parties. Disputes as to (i) whether a Party is or is not an Interested Party or (ii) between the Submitting Person and any Interested Party as to the approval of any proposed Improvement Plans shall be resolved by arbitration pursuant to Article XIV. At each of the schematic design, design development and construction document stages, the Submitting Person shall send a complete set of Improvement Plans to each Interested Party. The plans, specifications, schedules and renderings described below (the "Improvement Plans"): (a) shall be prepared by a licensed architect or engineer, as applicable, and (b) shall conform to good and standard architectural or engineering practices. The Improvement Plans shall be in a form and contain a level of detail as may be reasonably required by any Interested Party, and shall include those of the following documents as are appropriate for the planning stage:

- A. A statement describing the intended use of the proposed Improvements.
- B. A construction schedule.
- C. A grading, drainage 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 (as defined in the Development Agreement) pertaining thereto.

4.03. Design Review.

A. Review. Any Interested Parties each shall have 30 days from their receipt of the complete Improvement Plans 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: matters pertaining to elevations, landscaping, exterior design, style, materials and color, 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 the Improvement Plans to this Agreement and the Development Agreement; conformance of proposed uses to the uses permitted under the Grant Deeds and other requirements of this Article IV; grading and drainage coordination with the rest of the Property; conformance of the Improvement Plans with all Legal Requirements, all restrictions respecting easements and all licenses granted pursuant to Article II; and pedestrian and vehicular circulation and parking. In the event a Submitting Person shall submit Improvement Plans which any Interested Party considers incomplete or for which it reasonably requests additional information, the 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 condition to their approval, any Interested Party may require that the requirements of Section 4.03D, specified conditions of design, construction or operation 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.

B. Disapproval. In the event 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, 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 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 Interested Party and shall resubmit the affected Improvement Plans. Upon receipt of the revised Improvement Plans, 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 any Interested Parties to approve or disapprove submitted Improvement Plans within 30 days after receipt thereof, shall be deemed approval thereof by the Interested Party failing to respond, as the case may be; provided, however, that if, within the applicable time period, any of the Interested Parties notify the Submitting Person that additional time is 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 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 THERETO WITHIN 30 DAYS OF RECEIPT".

D. Costs of Review. The Submitting Person shall reimburse 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 4.08), but in no event (subject to Section 4.07) in excess of the Review Amount (hereinafter defined) in respect of review by all Interested Parties 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 any Interested Parties; and (ii) within 30 days of submission by any Interested Parties of estimates for such costs and expenses to the Submitting Person. The 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 costs of the proposed Improvements covered by the Improvement Plans in question, but in no event less than \$4,000 in Constant Dollars nor more than \$20,000 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 \$4,000 (in Constant Dollars) deposit to an escrow or to a joint account held for the benefit of all Interested Parties, at the Submitting Person'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 any Interested Parties for their review, but the aggregate amount held shall not exceed the

Review Amount. The 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, and the sum in question shall be divided among 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.

4.04. Changes and Modifications. If the Submitting Person, either on its own initiative or in response to Legal Requirements, disapprovals or conditions of an Interested Party, materially amends its Improvement Plans previously approved by any Interested Parties, the amended Improvement Plans shall be submitted in duplicate to the Interested Parties to obtain their approval or disapproval of the amendments in the manner provided in Section 4.03. The Submitting Person shall also send a summary of such amendment to all Parties. 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 an 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 referenced in Section 4.03A.

The Submitting Person 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 participate in the subsequent review and approval process if such Interested Party notifies the Submitting Person in writing of its desire to participate within ten days of its receipt of such notice.

4.05. Limitation of Liability. No 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 wilful 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 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 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 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 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 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 \$20,000 in Constant Dollars. If any Interested Party is found by the arbitrators to have acted unreasonably in withholding its approval and/or in requesting additional information, then such Interested Party 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. 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 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. Repair of Improvements. No Party shall permit any Parcel or Improvement owned by it to fall into disrepair, including deterioration in exterior appearance.

5.02. Compliance With Legal Requirements: Right to Contest. The Public Transit Authority shall be responsible for the compliance of all Public Transit Facilities and all activities thereon with all Legal Requirements. 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 premium cost for any insurance policy maintained by the Property Manager, the Public Transit Authority, or any Party pursuant to Article VIII, above the cost (in Constant Dollars) in the year the policy was first procured, 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. Notwithstanding the foregoing, 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 Public Transit Authority, 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 Public Transit Authority 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 Public Transit Authority to secure removal of such lien;

(b) the Public Transit Authority 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 Public Transit Authority 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 Parcel 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.

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. 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.

5.05. Antennas. 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 Improvements or otherwise, unless screened or otherwise shielded in accordance with Management Standards. 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.

5.06. 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.

5.07. Environmental Hazards.

A. Prohibition. No Party shall use, or permit any Permittee or other Person to use, any portion of the Property 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 this Agreement, under the Grant Deeds or under any other agreement between the parties relating to use restrictions, 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 Public Transit Use Areas.

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 this Section 5.07 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 or under the Property prior to the Effective Date which subject matter is comprehensively addressed in that certain Remediation Agreement, of even date herewith, 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, from or within any portion of the Property (except for such Hazardous Substances permitted by Section 5.07A), (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 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 (10) 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 legal 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 the Remediation or by the contamination or condition related thereto and all

Governmental Authorities; and (iv) in compliance with all requirements of Article III. All costs and expenses of the Remediation (including any reasonable 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 5.07B or covered by the Remediation Agreement of even date herewith by and between RTD and Catellus, be paid by the Owner of the affected Parcel.

5.08. 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 a building 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.

5.09. Restriction on Further Subdivision. Property Restrictions and Rezoning.

A. Subject to subsection B below, no Parcel shall be further subdivided or separated into smaller lots or parcels by any Owner.

B. As of the Effective Date, the Property is in fact comprised of 5 legal parcels conforming to the description of the Parcels set forth in Exhibits "A-1" through "A-4", in the configuration shown on Exhibit "C". 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 this 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 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 (with the consent of all Mortgagees having a lien on the affected property), 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 Improvement (existing or future) adjacent to the Metro Plaza and located, in whole or in part, on the real property described on Exhibit "A-2" 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), generally consistent

with the Development Agreement. All Parties hereby consent to all reconfigurations, lot splits, Parcel size adjustments and/or subdivisions described in this Subsection 5.09B 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 herein, 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 and 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 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.

5.10. Phase II Public Parking - Transfer and Offer Rights.

A) Right to Transfer. The Public Transit Authority will have the right, in its sole discretion, subject to Catellus' Right of First Offer set forth herein at Section 5.10(B), to sell or otherwise transfer its rights, with respect to the Public Transit Parking Facilities, and, subject to the consent of any affected Mortgagee, said Parties will negotiate terms by which such rights, permitted uses and easements may be changed from Public Transit Uses and Transit Provider Uses to other public or private uses in the event of such a transfer.

B) Right of First Offer.

1. Parking Arrangement. The right of first offer ("Right of First Offer") in this Section 5.10(B) 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 the Public Transit Parking Facilities 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 5.10(B), 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 parking spaces in the Public Transit Improvements.

2. Available Parking Notice. Before entering into a Parking Arrangement (the portion of the Public Transit Parking Facilities covered by the Parking 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 on and subject to the terms and conditions set forth in the Available Parking Notice unless otherwise permitted by Section 5.10(B)(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 5.10(B)(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.

5. Survival. The right of first offer shall apply to any and all parking spaces which are relocated pursuant to Section 2.11 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.

5.11. Sale of Public Transit 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 the purchaser of such parking facilities shall be an Owner for purposes of this Agreement. Pursuant to such transfer, the parking facilities so transferred shall cease to be Public Transit Parking Facilities and the cost of maintenance, operation and repair of such parking facilities, and all revenue derived from such parking facilities, including any management fee with respect thereto, shall belong solely to the Owner thereof. Such parking facilities shall be subject to the Management Standards. As used in this paragraph, "discrete portion" shall mean any section of Public Transit 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) which contains at least one hundred (100) parking spaces, counting tandem spaces as provided in the original design (i.e., as two (2) spaces).

ARTICLE VI

OPERATION AND MAINTENANCE

6.01. Authority and Responsibility.

Except as otherwise expressly stated herein, the Public Transit Authority shall be responsible, at its sole cost, for the maintenance, operation, management, restoration, repair and replacement of all Public Transit Facilities in accordance with the applicable Management Standards and for performance of the Public Transit Functions, and it may contract with others to carry out all or a portion of those responsibilities. Except as otherwise expressly stated herein, and subject to the preceding sentence, each Owner shall be responsible, at its sole cost, for the maintenance, operation, management, restoration, repair and replacement of all Parcels

and Improvements owned by such Owner in accordance with the Management Standards (except that the Management Standards shall not apply to that certain portion of the West Property which is encumbered by rights of Antrak and the owner/operator of the Metrolink Commuter Rail Project for use as a train yard).

The Public Transit Authority's police force may, without obligation to do so, patrol all areas of the site to which Permittees of the Public Transit Authority have or obtain access.

The Public Transit Authority (and Property Manager, in its capacity as the agent of the Public Transit Authority) shall use a standard of care in providing for the repair, replacement, operation, management, restoration and maintenance of the Public Transit Facilities so that the Project will reflect a high pride of ownership and will be maintained in a state of condition and repair commensurate with a First Class Project.

6.02. Property Manager.

A. Services. The Property Manager shall be responsible, at no cost to itself, for the maintenance, operation, management, restoration, repair and replacement of all Public Transit Facilities and for all accounting, invoicing, subcontract administration and collection of payments related thereto. Notwithstanding anything to the contrary contained in this Agreement, Property Manager shall have no responsibility for the Public Transit Functions throughout the Public Transit Facilities. Property Manager shall perform the services specified in its agreement with the Public Transit Authority, which may include the following:

1. Install, reconstruct, repair, replace or refinish any Public Transit Improvements; provided, however, that Property Manager shall not be responsible for construction, maintenance, replacement or repair of the interior or exterior of any building nor shall it carry out any construction of Public Transit Improvements without the consent of the Public Transit Authority or in violation of this Agreement;

2. Replace any injured or diseased trees and other vegetation within the Public Transit Use Areas;

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

4. Maintain landscaping and public artworks; and

5. Parking Administration.

B. Appointment of Property Manager. The Public Transit Authority shall enter into a Property Management Agreement ("PMA") with each Property Manager providing for the management and control of such Public Transit Facilities 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 only 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 so 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 Public Transit Authority such that only a "short list" is permitted actually to bid. 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 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 Public Transit Authority, 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 C 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.

C. 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 as to that portion of Public Transit Facilities covered by said financing.

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 Public Transit Authority 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 Public Transit Authority, within said 30-day period and thereafter used diligent efforts to cure said failure to completion as soon as practicable thereafter), then either 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.

D. 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.

E. Delegation. The Public Transit Authority will 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 Public Transit Authority, 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 Public Transit Authority or under any PMA.

F. Parking Facilities. All Owners of Parking Facilities which are not Public Transit Parking Facilities shall hire Property Manager to manage such Parking Facilities for such period of time as Property Manager is hired by the Public Transit Authority pursuant to a PMA, provided that rates charged by Property Manager to such Owners must be competitive.

6.03. Parking Facilities.

A. Operation. The Public Transit Parking Facilities shall be considered Public Transit Facilities and shall be operated by the Public Transit Authority (acting through Property Manager as agent) in accordance with this Section. Parking shall be subject to such charges, parking validation systems and parking control devices with respect to Public Transit Parking Facilities, as may be determined by the Public Transit Authority, in its sole and absolute discretion. However, all Parking Facilities shall, at a minimum, comply with the Management Standards. All proceeds from operation of the Public Transit Parking Facilities shall belong to the Public Transit Authority.

B. Separation. Any Owner or Public Transit Authority selling Parking Facilities (including the Public Transit Parking Facilities) must physically or by electronic device separate such sold portions ("Sold Portions") from the other parking facilities on the Property 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 other parking facilities on the Property 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 parking facility on the Property; said cost and expense 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 other parking facilities on the Property shall be resolved by arbitration pursuant to Article XIV. The PMA shall obligate Property Manager to monitor all the parking facilities on the Property and use reasonable efforts (including ticketing, fining and towing offenders where appropriate) to ensure that the permitted users of the Public Transit Parking Facilities, Parking Facilities for the exclusive use of an Owner and Sold Portions park only in the proper areas.

C. Designation by RTD. RTD shall have the right, from time to time, in its sole and absolute discretion, to allocate the Parking Facilities constructed by RTD located on Parcel 1 and in the Public Transit Easements between (a) RTD Non-Public Parking (up to a maximum of 800 provided that such number may increase if the Public Transit Authority increases the number of tandem spaces) for the benefit of Parcel 1, and (b) Public Transit Parking Facilities. Any costs of such apportionment shall be the sole expense of RTD. 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 on the Property shall be Public Transit Parking Facilities.

6.04. Buildings. Each Owner shall be responsible for maintaining the interior and exterior of all Buildings within its Parcel. The entrances, service entrances, loading areas, lobbies and exteriors 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.

ARTICLE VII

TAXES

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. The Public Transit Authority shall cooperate diligently and in good faith with any other Owner, whether or not the Public Transit Facilities are exempt from Taxes, to ensure that the other Owner's Parcel is not incorrectly assessed by virtue of any Public Transit Facilities therein. If Taxes are imposed on the Public Transit Facilities, they shall be the responsibility of the Public Transit Authority.

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.

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 Catellus 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 Catellus.

2. Certificates of Insurance. The Public Transit Authority shall deliver to Catellus 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 Catellus. The Public Transit Authority shall use reasonable efforts to furnish Catellus 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

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 Catellus:

(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 Catellus on an annual basis. The Public Transit Authority shall notify Catellus of any change in its program of self-insurance within ten (10) business days following such change. Whenever Catellus reasonably determines that the funded reserve of 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), Catellus 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 deletion of (a) the exclusion for operations within fifty (50) feet of a railroad track (railroad protective liability), if applicable, and (b) the exclusion for explosion, collapse or underground hazard, if applicable; provided, however, that if any portion of the \$10,000,000 coverage is in the form of a "claims-made" rather than an "occurrence" policy, 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 such Owner or located on such 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 Public Transit Authority 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 by each Owner 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 Public Transit Authority.

2. Certificates of Insurance. Each Owner shall deliver to the Public Transit Authority 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 Public Transit Authority. Each Owner shall furnish each other Party 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 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.

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 Public Transit Authority:

(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 Public Transit Authority on an annual basis. Such Owner shall notify the Public Transit Authority of any change in its program of self-insurance within ten (10) business days following such change. Whenever the Public Transit Authority 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 Public Transit Authority 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 Manager's 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 Public Transit Authority.

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. Catellus and the Public Transit Authority 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 Public Transit 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, unless the Public Transit Authority reasonably determines that such equivalent restoration is not necessary in order to afford reasonably comparable vehicular and pedestrian access, use and enjoyment and utility services to the Property for Owners as existed at the time the damage occurred.

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.

Any material changes which such owner proposes to make to the design of the replacement or repaired Public Transit 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 9.03), then the owner of such Public Transit Improvements shall have no obligation to repair, rebuild and restore same.

9.02. Obsolete Improvements. Notwithstanding any other provision of this Article IX, if any Public Transit 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 determine whether and how alternative Public Transit Improvements can be rebuilt in a useful and viable manner, and (b) in the case of damage, shall determine the most appropriate and cost effective way to deal with the undamaged portion of such Public Transit Improvements.

9.03. Rights of Mortgagees. If any Mortgagee has the right to retain any Proceeds relating to Public Transit Improvements 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 Public Transit Improvements, then, subject to the above-described 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 Public Transit Improvements in the manner set forth in Section 9.01.

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 value of the property so taken to the extent provided under eminent domain law (including loss of the value of any easements.) Any Proceeds received on account of the Public Transit Facilities shall be applied first for the repair and restoration of the Public Transit Facilities, to the extent practicable, with the remainder going to the Public Transit Authority.

10.02. Restoration. If, as a result of any Condemnation, any Public Transit Improvements are damaged but ownership thereof is not completely taken by the condemning authority, 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 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 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. Other Remedies. 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 all or a portion of 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 accruing under this Agreement. However, no such transfer or conveyance shall release a Party of its accrued obligations to Indemnify unless the purchaser expressly assumes 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 12.02.

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 so appointed, 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, (b) the rights of the Public Transit Authority in and to the Public Transit Facilities, and (c) 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, 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.

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 15.09. 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 Mortgagors 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, (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) 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, (e) 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 or (f) terminate any easement. 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 an Owner.

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 such Mortgagee or 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 otherwise expressly 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. Each Party involved shall bear an equal share of the cost of such proceeding.

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:



Catellus
RTD

ARTICLE XV

MISCELLANEOUS

15.01. Amendments. This Agreement may be modified or amended in whole or in part only by recording an amendment or 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.

15.02. 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.

15.03. 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.

15.04. 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.

15.05. 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 (or the Property Manager, where applicable) 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.

15.06. 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.

15.07. 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.

15.08. 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.

15.09. 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, Suite 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

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

And a copy to: Jones, Day, Reavis & Pogue
555 West Fifth Street, 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.

15.10. 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 15.01. 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 5.10), then: (a) 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; and (b) 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.

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 5.10), then, subject to the consent of any Mortgagee having a lien on the affected property, (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.

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

15.12. 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 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 15.12 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.

15.13. 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.

15.14. 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 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 Permittee.

15.15. 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.

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

15.17. Successors and Assigns. This Agreement, and all rights and privileges created or granted hereby, shall, except as and if otherwise expressly stated 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 13.01.

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

15.19. 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.

15.20. Attorneys' Fees. If any Party hereto shall obtain legal counsel and bring an action in court or arbitration pursuant to Article XIV against the other by reason of the breach of any covenant, provision or condition hereof, or otherwise arising out of this Agreement, then any 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 a 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 attorney's and experts costs and fees incurred in connection therewith.

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

15.22. 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, partners, 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 wilful misconduct or fraud.

B. The limitation of liability provided in subsection A 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.

15.23. 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.

15.24. 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.

15.25. Effect of Development Agreement. As stated in Recital C, any capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Development Agreement. In the event of the termination of the Development Agreement prior to termination of this Agreement, the Parties agree to use their best efforts to cooperate so that this Agreement may be amended to expressly include and state those relevant provisions from the then - terminated Development Agreement. In the event of a conflict between the terms hereof and the terms of the Development Agreement, the terms hereof shall control.

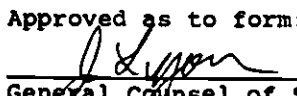
15.26. Police Powers. No provision of this Agreement shall limit the police powers of the RTD or of the Public Transit Authority.

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.

RTD:

THE SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT,
a California public corporation

Approved as to form:


General Counsel of SCRTD

By: Arthur T. Leahy

Name: Arthur Leahy

Title: General Manager Pro Tem

CATELLUS:

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: Theodore L. Tanner

Name: Theodore L. Tanner

Title: Vice President -
Development

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

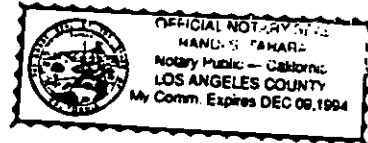
)
) S.S.
)

On June 30, 1992, before me, a notary public in and for said state, personally appeared THEODORE L. TANNER, personally known me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he or ~~she~~ executed the same in the capacity(ies) indicated at the signature point.

WITNESS my hand and official seal.

Signature Randi S. Tahara
Capacity of Signatory Notary Public

(Seal)



STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

)
) S.S.
)

On June 30, 1992, before me, a notary public in and for said state, personally appeared ARTHUR T. LEAHY, personally known me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he or ~~she~~ executed the same in the capacity(ies) indicated at the signature point.

WITNESS my hand and official seal.

Signature Randi S. Tahara
Capacity of Signatory Notary Public

(Seal)



SUBORDINATION

The undersigned Bank of America National Trust and Savings Association (successor by merger to Security Pacific National Bank), as beneficiary under that certain deed of trust dated as of November 15, 1991, recorded on December 31, 1991 as Instrument No. 91-2057033 in the Official Records of the County of Los Angeles, State of California, hereby subordinates the lien of such deed of trust on the real property encumbered thereby to the lien of the foregoing "Public Transit Use Agreement" dated as of June 30, 1992, between Catellus Development Corporation and The Southern California Rapid Transit District.

Dated as of June 30, 1992

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By: 

Its: Vice President

By: 

Its: SENIOR VICE PRESIDENT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On June 30, 1992, before me, the under-
signed, personally appeared Richard C. Ueber
~~personally known to me (or proved to me on the basis of~~
satisfactory evidence; to be the person who executed this
instrument as Vice President of the association
therein named and acknowledged to me that said association
executed it.



B. S. Rubin
Notary Public in and for
said County and State

My commission expires: 11/15/94

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On June 30, 1992, before me, the under-
signed, personally appeared Theodore M. Snyder
~~personally known to me (or proved to me on the basis of~~
satisfactory evidence; to be the person who executed this
instrument as Senior Vice President of the association
therein named and acknowledged to me that said association
executed it.



B. S. Rubin
Notary Public in and for
said County and State

My commission expires: 11/15/94

PUBLIC TRANSIT USE AGREEMENT

Exhibit Listing

<u>Exhibit</u>	<u>Description</u>
Exhibit A-1	Legal Description of Parcel 1
Exhibit A-2	Legal Description of Parcel 2
Exhibit A-3	Legal Description of Triangle Parcel
Exhibit A-4	Legal Description of West Property
Exhibit B	Additional Land and Vignes Street Realignment
Exhibit C	Site Plan
Exhibit D	{Intentionally Omitted}
Exhibit E-1	Maps of Public Transit Use Areas on Catellus Owned Property
Exhibit E-2	Maps of Public Transit Use Areas on Additional Land to be owned by Catellus
Exhibit E-3	Maps of RTD Owned Public Transit Use Areas
Exhibit E-4	Map of Public Transit Use Areas on Additional Land to be Owned by RTD
Exhibit E-5	Public Transit Use List
Exhibit E-6	Legal Descriptions of Public Transit Use Areas on Catellus Owned Property
Exhibit E-7	Legend for Exhibits E-1 through E-5

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661

Revised March 6, 1992

1 PARCEL 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, PLS No. 2996
32



THIS DESCRIPTION
PREPARED BY RLM
CHECKED ALB/RLM
TYPED RLM
COMPARED RLM

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

EXHIBIT A-2

Legal Description of Parcel 2

[Attach Mollenhauer Description of Parcel B]

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°
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

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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 530.58 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. 511479, 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.
18
19



20
21
22 Robert L. Mollenhauer
23
24
25
26
27 Robert L. Mollenhauer, PLS No. 2996

28
29
30
31
32

THIS DESCRIPTION	
PREPARED BY	<u>RLM</u>
CHECKED	<u>MLM</u>
TYPED	<u>JD</u>
COMPARED	<u>MLM</u>

EXHIBIT A-3

Legal Description of Triangle Parcel

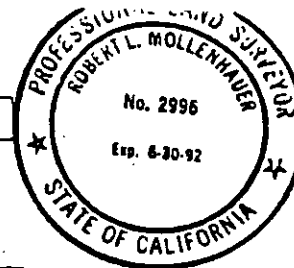
[Attach Mollenhauer Description labeled "Catellus
Property Easterly of Existing Vignes Street"]

058995-004-012
06-26-92/0413c

-4-

RTD/CATELLUS
PTUA Exhibits

MOLLENHAUER, HIGASHI & MOORE, INC.
LAND SURVEYORS  CIVIL ENGINEERS
411 West Fifth Street, Los Angeles, California 90013
Phone (213) 624-2661



April 10, 1992

CATELLUS PROPERTY EASTERLY OF EXISTING VIGNES STREET

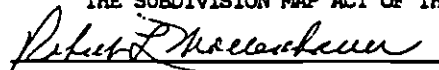
(PARCEL 2 OF CHICAGO TITLE REPORT NO. 9134042)

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

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

Containing 31,187 square feet

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



Robert L. Mollenhauer, PLS No. 2996

THIS DESCRIPTION	
PREPARED BY	ZURIS
CHECKED	MZ
TYPED	GC
COMPARED	MZ

EXHIBIT A-4

Legal Description of West Property

[Attach Mollenhauer Description of Parcel A]

Revised March 6, 1992

PARCEL A AFTER ADJUSTMENT

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

12
13 Commencing at the intersection of the easterly prolongation of the
14 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
15 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
16 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
17 northerly terminus of that certain course having a bearing and distance of
18 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
19 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
20 Book 14076, Page 324 of Official Records, in said office of the County
21 Recorder; thence along a westerly and southerly lines of said Parcel 3
22 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet to
23 the TRUE POINT OF BEGINNING; thence along a line parallel with the
24 centerline of Alameda Street, 96 feet wide, as shown on the map of said
25 Tract No. 10151, South $10^{\circ} 01' 01''$ West 240.67 feet; thence South $79^{\circ} 58'$
26 $59''$ East 45.00 feet; thence South $10^{\circ} 01' 01''$ West 137.50 feet; thence
27 North $79^{\circ} 58' 59''$ West 19.25 feet to the beginning of a tangent curve
28 concave southeasterly and having a radius of 80.00 feet; thence
29 southwesterly along said curve through a central angle of $47^{\circ} 25' 50''$ an
30 arc distance of 66.23 feet to a line parallel with and distant 88.92 feet

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Revised March 6, 1992

1 PARCEL A AFTER ADJUSTMENT (CONTINUED)

2 westerly, measured at right angles, from the southerly prolongation of
3 that certain course described above as having a bearing and distance of
4 "South 10° 01' 01" West 137.50 feet"; thence along said parallel line
5 South 10° 01' 01" West 108.24 feet to the beginning of a non-tangent curve
6 concave northeasterly and having a radius of 80.00 feet, said curve being
7 tangent at its easterly terminus to a line parallel with and distant
8 160.00 feet southerly, measured along said last mentioned southerly
9 prolongation, from that certain course described above as having a bearing
10 and distance of "North 79° 58' 59" West 19.25 feet", said easterly
11 terminus being distant 19.25 feet westerly along said parallel line from
12 the intersection of said parallel line with said southerly prolongation;
13 thence southeasterly along said last mentioned curve, through a central
14 angle of 47° 25' 50" an arc distance of 66.23 feet to said easterly
15 terminus; thence tangent to said curve along said last mentioned parallel
16 line South 79° 58' 59" East 19.25 feet to said southerly prolongation;
17 thence continuing along said southerly prolongation South 10° 01' 01" West
18 427.65 feet to a point in the westerly prolongation of the northerly line
19 of the land as described in Parcel 71779-1, in the Final Order of
20 Condemnation entered in Los Angeles County Superior Court Case No.
21 C447627, a certified copy of which was recorded March 29, 1988, as
22 Instrument No. 88-422827 of said Official Records, said westerly
23 prolongation being a curve concave southerly and having a radius of
24 4340.00 feet, a radial of said curve to said point having a bearing of
25 North 04° 27' 10" East; thence westerly along said curve, through a
26 central angle of 00° 32' 36" an arc distance of 41.16 feet to the westerly
27 line of the land as described in the deed to the City of Los Angeles,
28 recorded April 12, 1937, in Book 14861, Page 261 of said Official Records;
29 thence along said westerly line South 08° 49' 27" West 9.93 feet to the
30 northeasterly corner of the land as described in Parcel 71985-1 (Amended)
31 in the Final Order of Condemnation entered in Los Angeles County Superior
32

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Revised March 6, 1992

1 PARCEL A. AFTER ADJUSTMENT (CONTINUED)

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

Revised March 6, 1992

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PARCEL A AFTER ADJUSTMENT (CONTINUED)

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

Containing 214,037 square feet

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



Robert L. Mollenhauer

Robert L. Mollenhauer, PLS No. 2996

THIS DESCRIPTION
PREPARED BY RLM
CHECKED RLM
TYPED RLM
COMPAED RLM

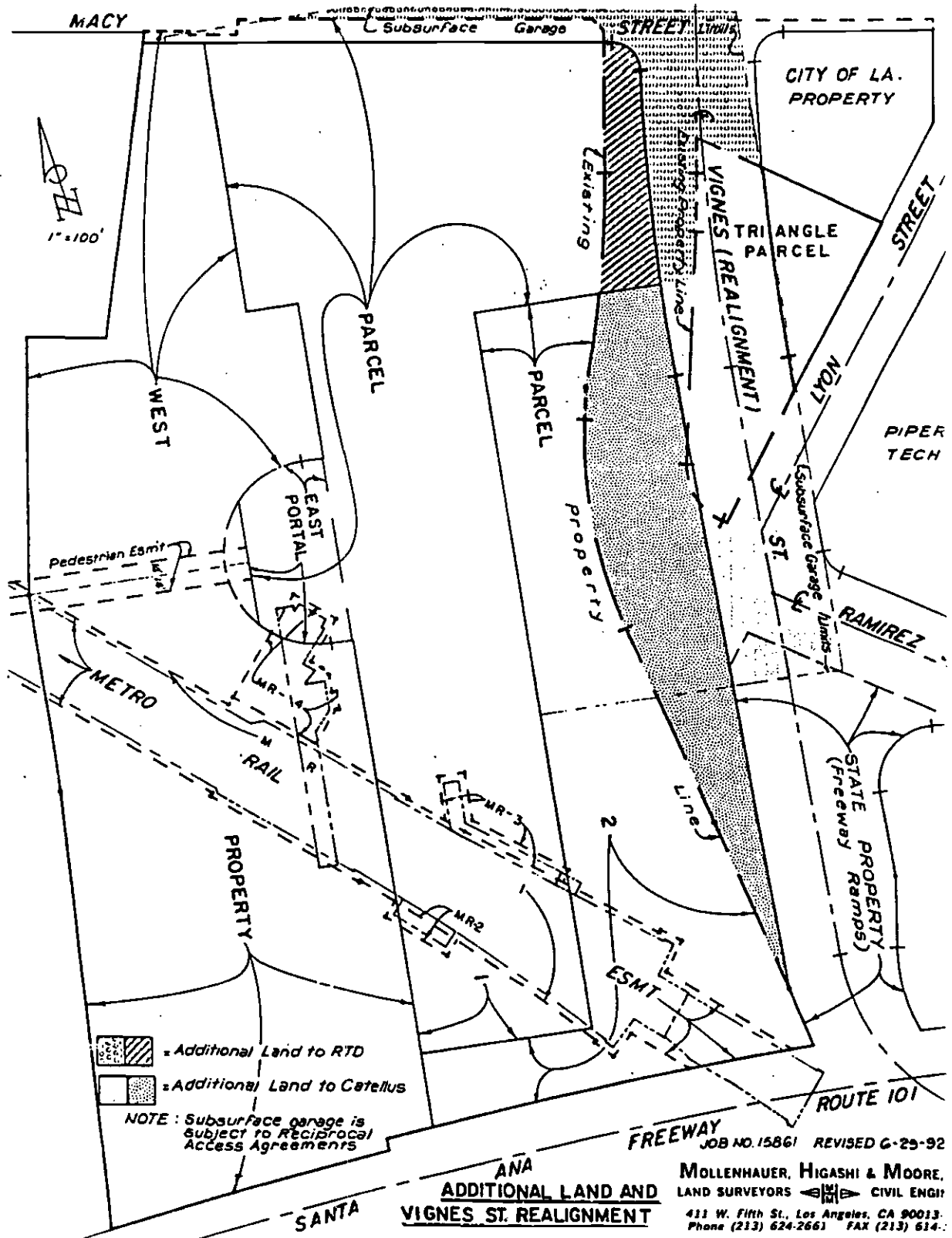
EXHIBIT B



Additional Land and Vignes Street Realignment

058995-004-012
06-26-92/0413c

-6-

RTD/CATELLUS
PTUA Exhibits



 = Additional Land to RTD
 = Additional Land to Catellus

NOTE: Subsurface garage is subject to Reciprocal Access Agreements

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

FREEWAY JOB NO. 15861 REVISED 6-29-92

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

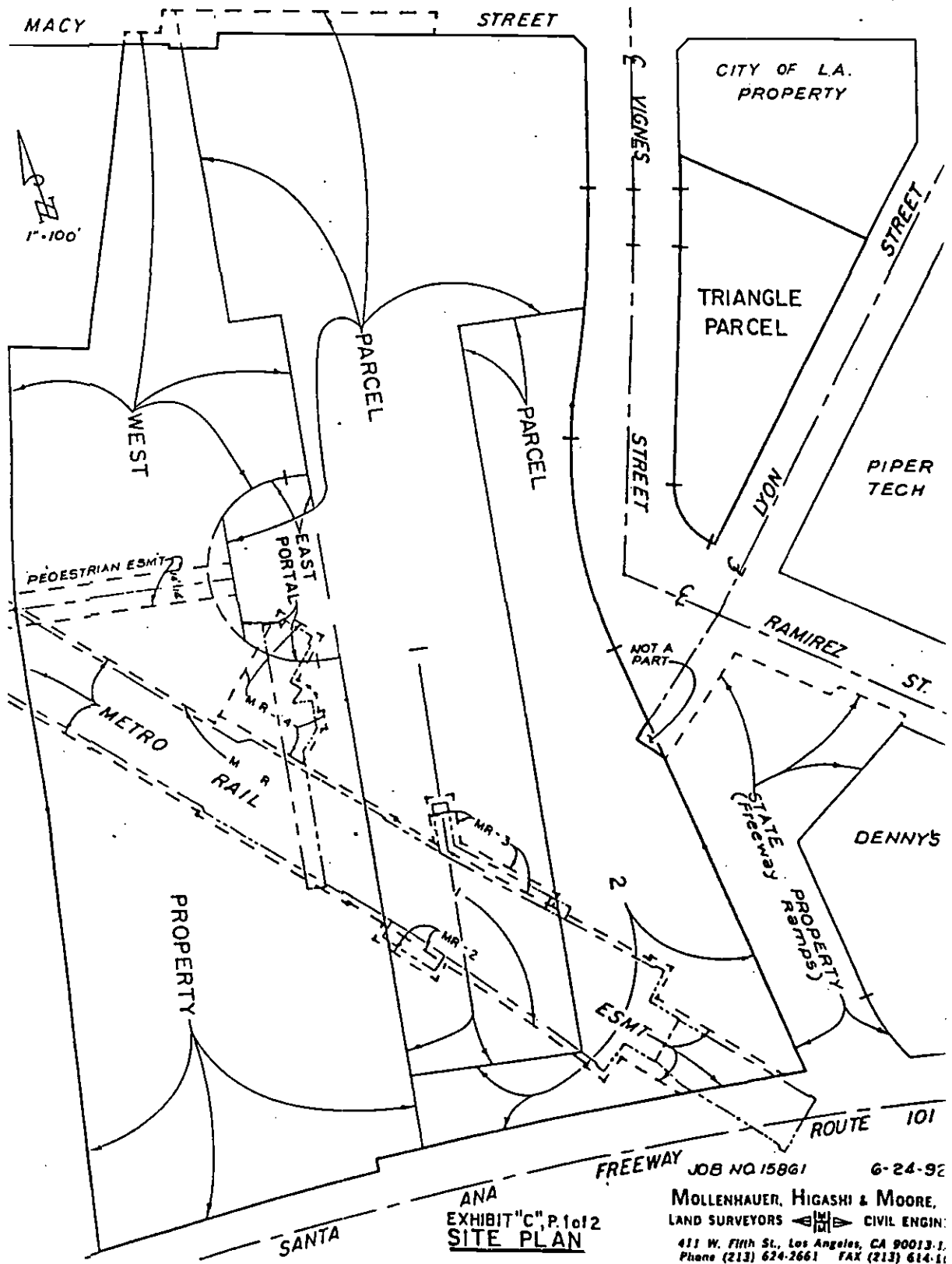
EXHIBIT C

Site Plan

058995-004-012
06-26-92/0413c

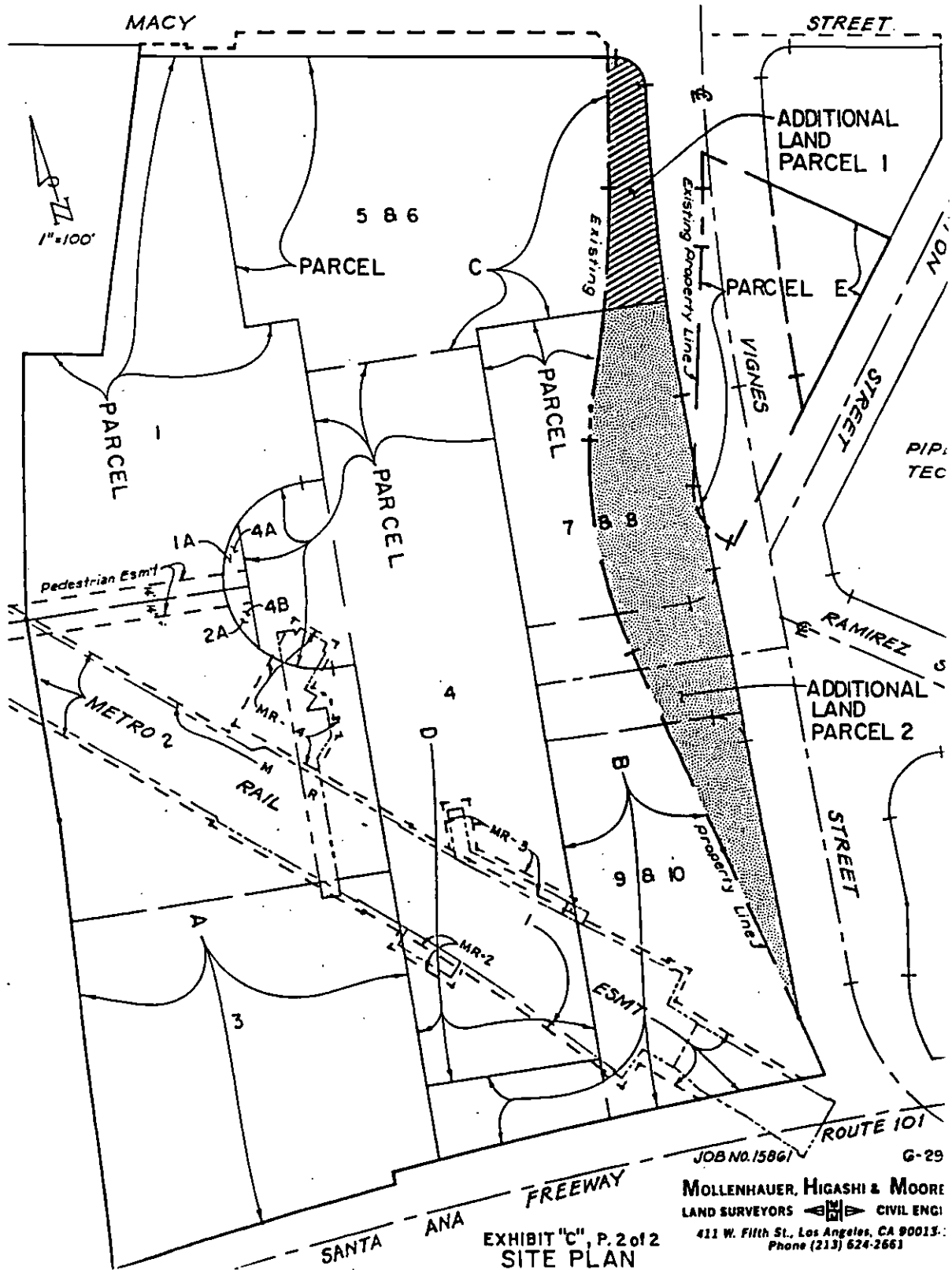
-7-

RTD/CATELLUS
PTUA Exhibits



ANA
EXHIBIT "C", P. 1 of 2
SITE PLAN

JOB NO 15861 6-24-92
MOLLENHAUER, HIGASHI & MOORE,
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MOLLENHAUER, HIGASHI & MOORE
 LAND SURVEYORS CIVIL ENGRS.
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 Phone (213) 624-2663

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

JOB NO. 15861 G-29

EXHIBIT D

[Intentionally Omitted]

058995-004-012
06-26-92/0413c

-8-

RTD/CATELLUS
PTUA Exhibits

EXHIBIT E-1

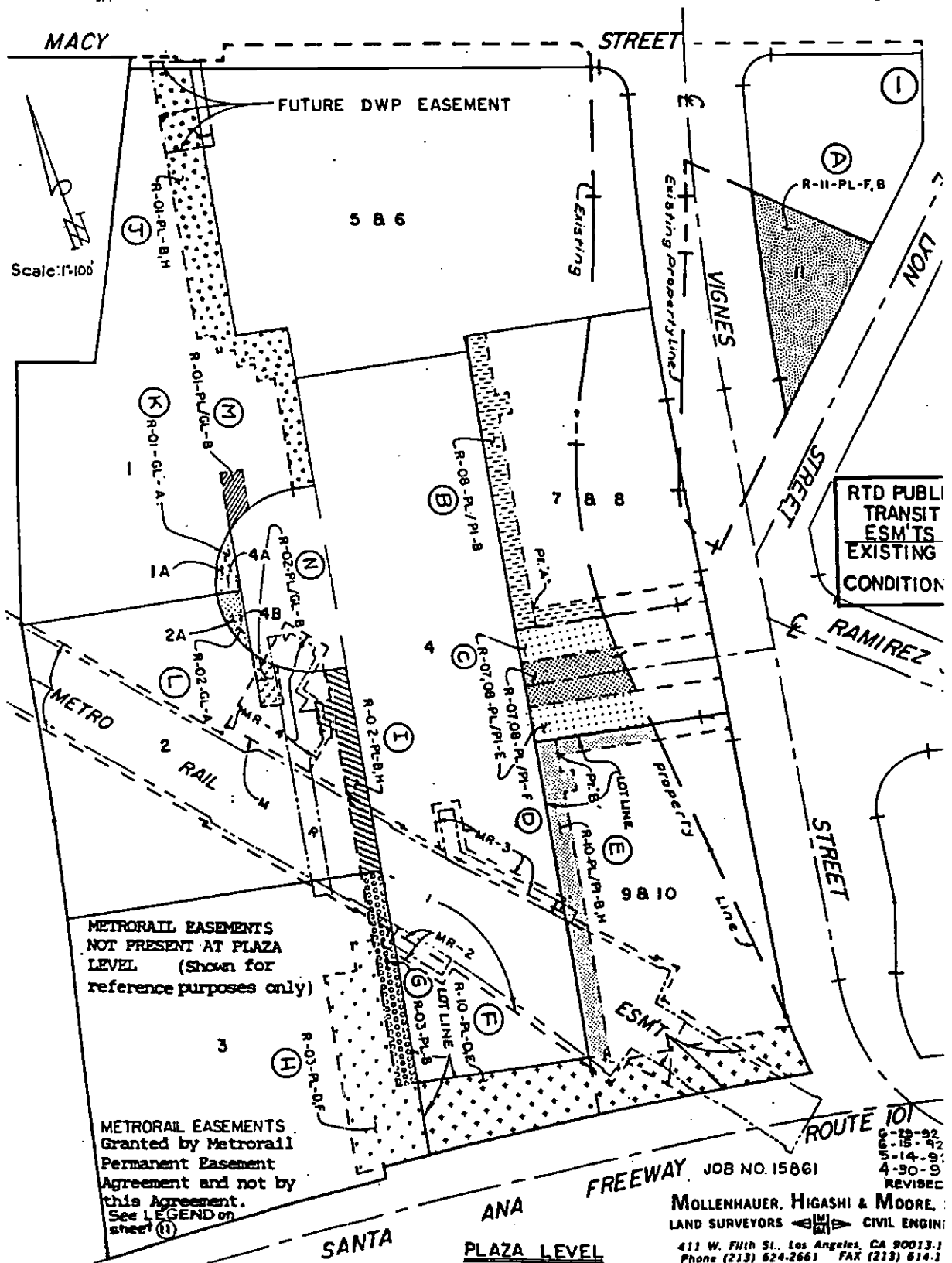
MAPS OF PUBLIC TRANSIT USE AREAS ON
CATELLUS OWNED PROPERTY

[Attach Mollenhauer Maps 1,2,3]

058995-004-012
06-26-92/0413c

-9-

RTD/CATELLUS
PTUA Exhibits



Scale: 1"=100'

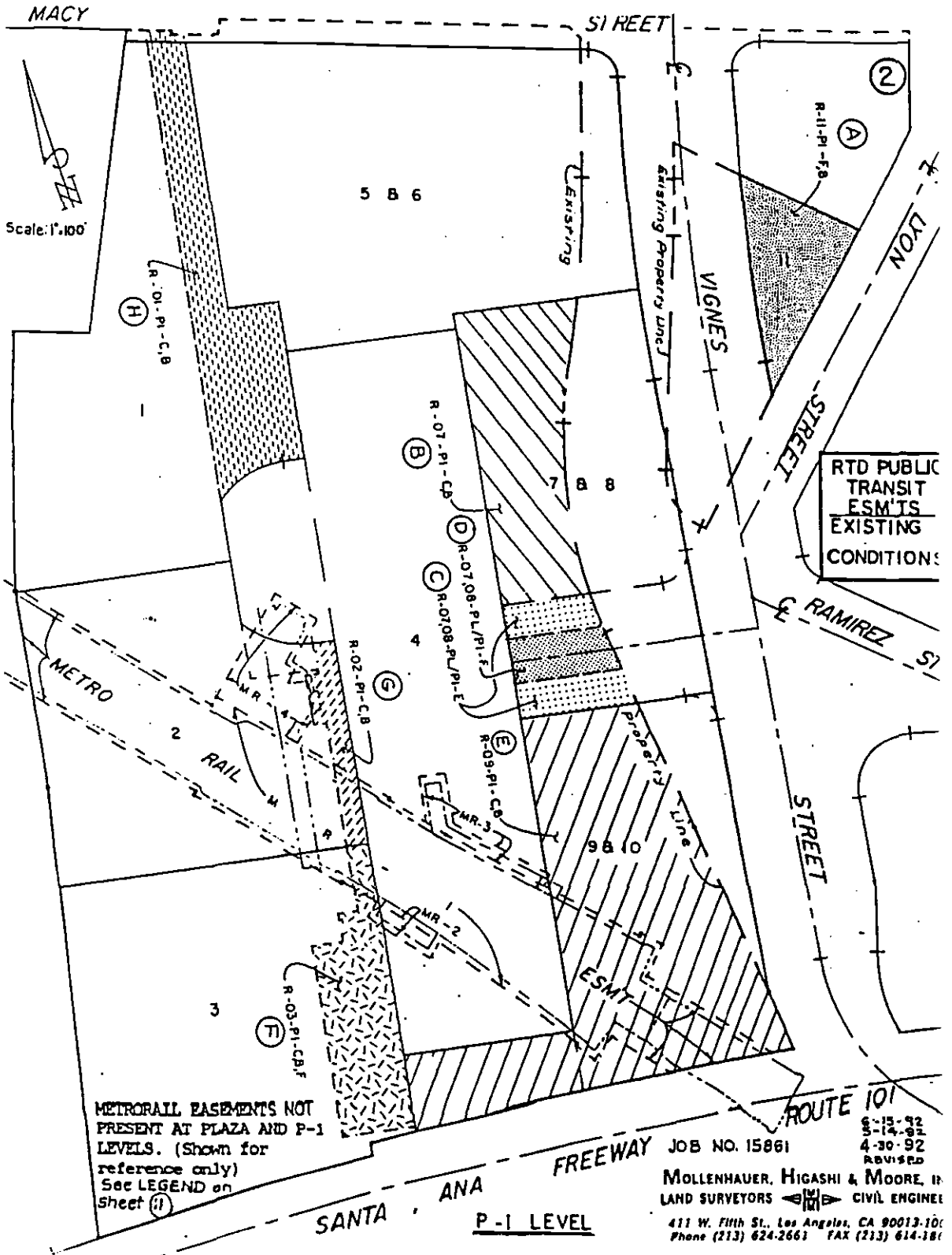
RTD PUBLI
TRANSIT
ESM'TS
EXISTING
CONDITION

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)

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Phone (213) 624-2661 FAX (213) 614-1

ROUTE 101
JOB NO. 15861
REVISED
4-30-99
8-14-92
6-18-92



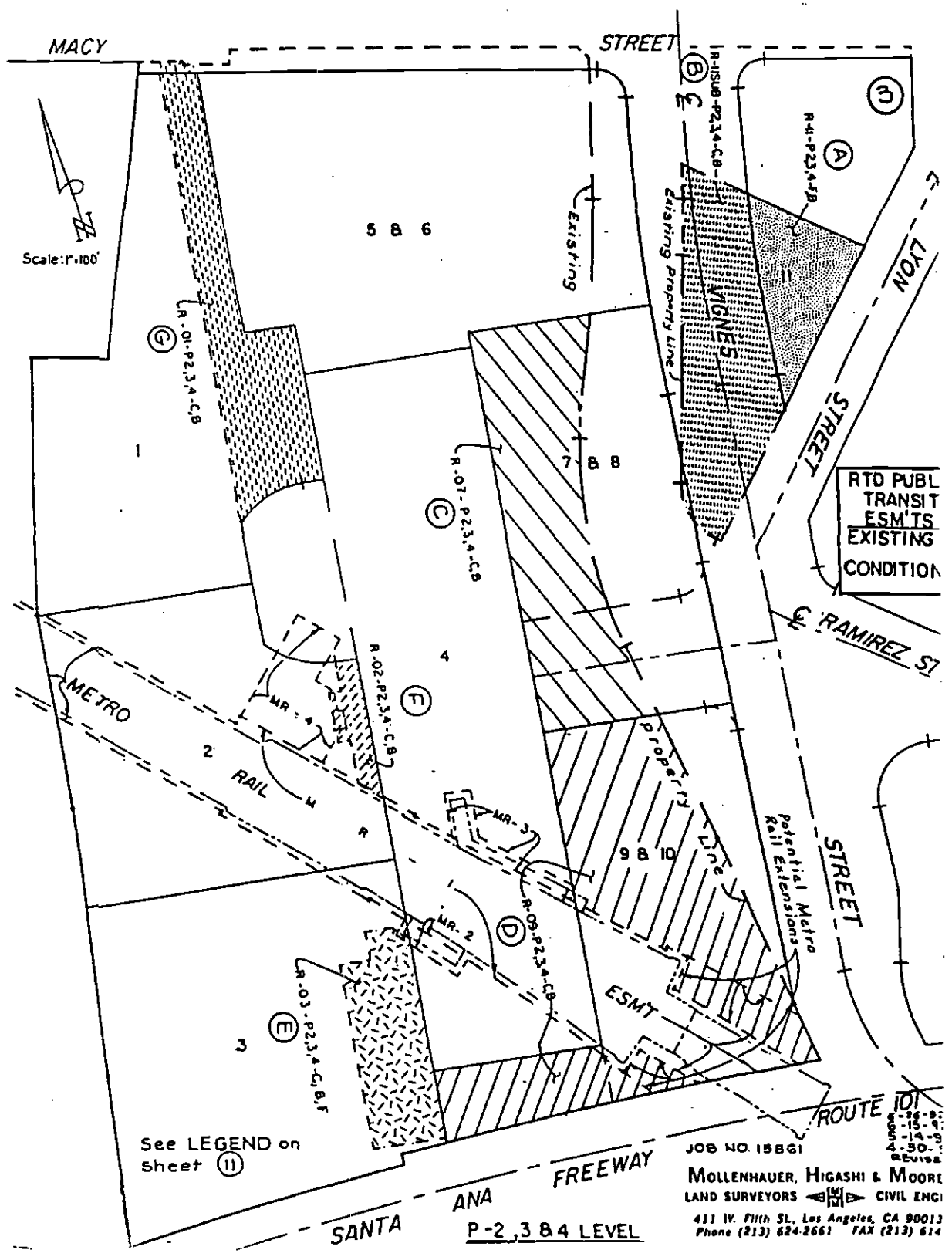
Scale: 1"=100'

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

RTD PUBLIC TRANSIT ESM'TS EXISTING CONDITIONS

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 411 W. Fifth St., Los Angeles, CA 90013-101
 Phone (213) 624-2663 FAX (213) 614-1861

6-15-92
 8-14-92
 4-30-92
 REVISED



MACY STREET

Scale: 1" = 100'

5 B 6

EXISTING

Existing Property Line

RTD PUBL
TRANSIT
ESM'TS
EXISTING
CONDITION

RAMIREZ ST

METRO

RAIL

PROPERTY LINE

Potential Metro
Rail Extensions

STREET

See LEGEND on
sheet 11

SANTA ANA

FREEWAY
P-2, 3 & 4 LEVEL

JOB NO 15861

MOLLENHAUER, HIGASHI & MOORE
LAND SURVEYORS CIVIL ENGR

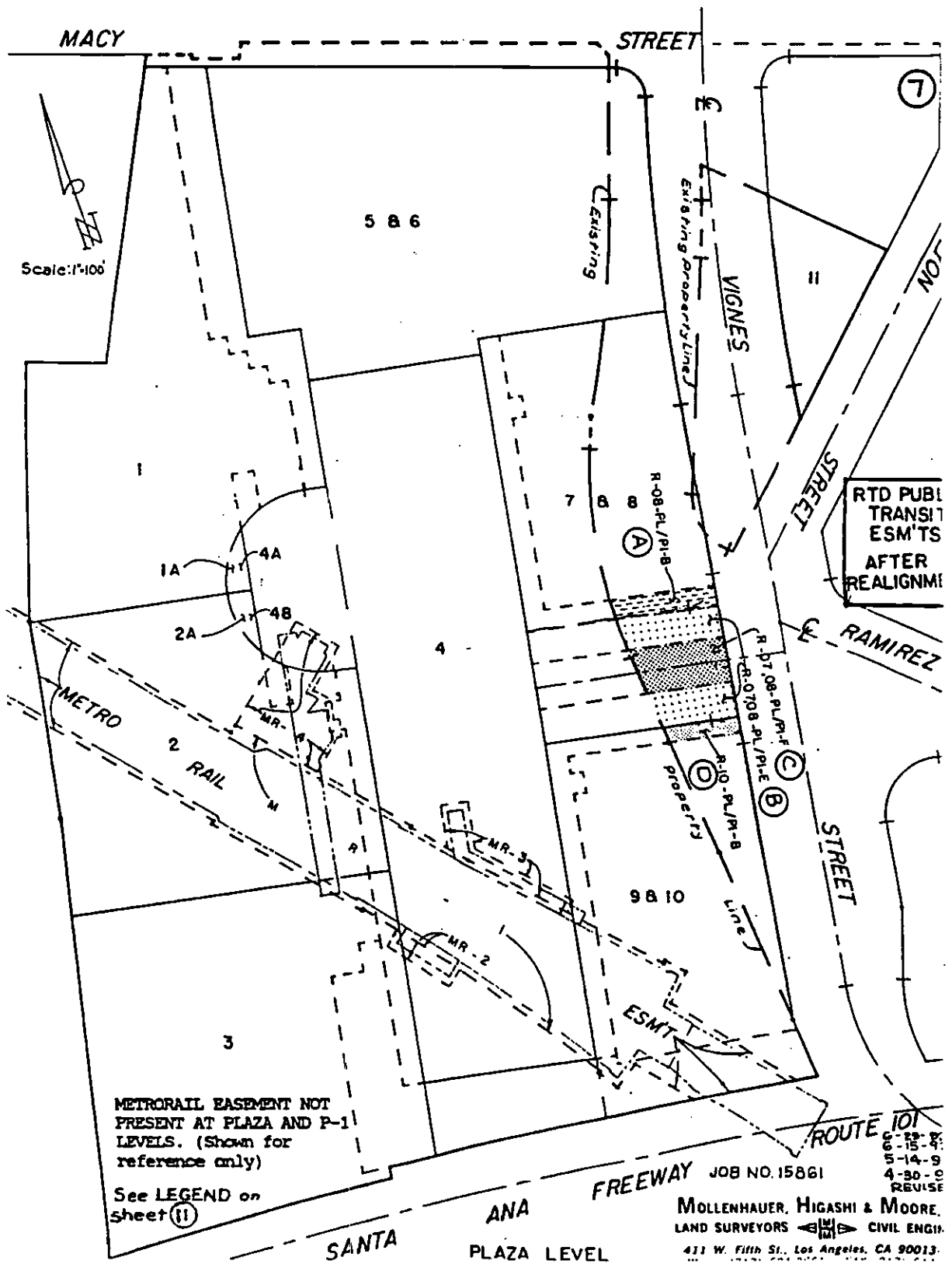
411 W. Fifth St., Los Angeles, CA 90013
Phone (213) 624-2661 FAX (213) 614

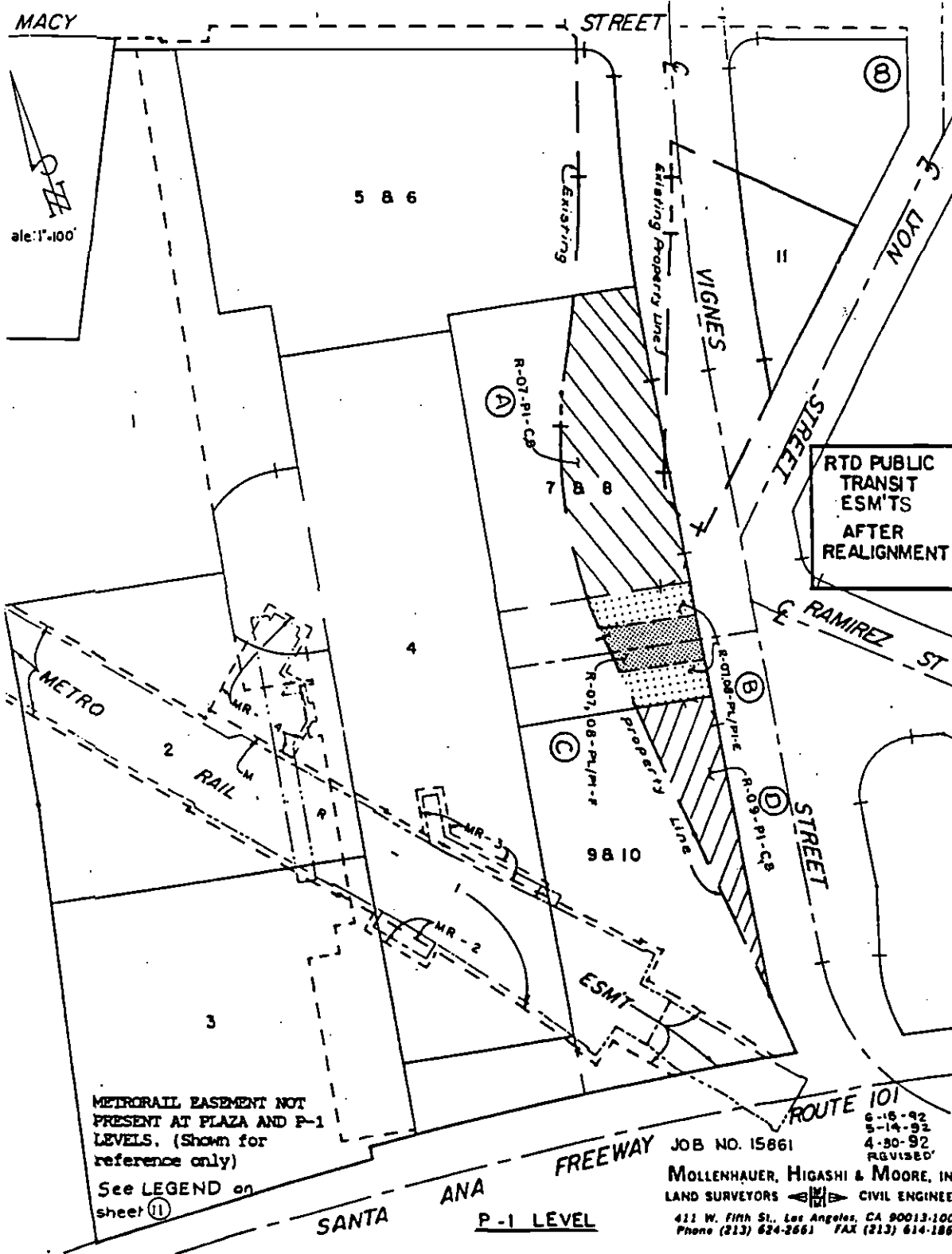
ROUTE 101
-26-9-
-15-9-
-14-9-
4-30-9-
REVISE

EXHIBIT E-2

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

[Attach Mollenhauer Maps 7, 8, 9]





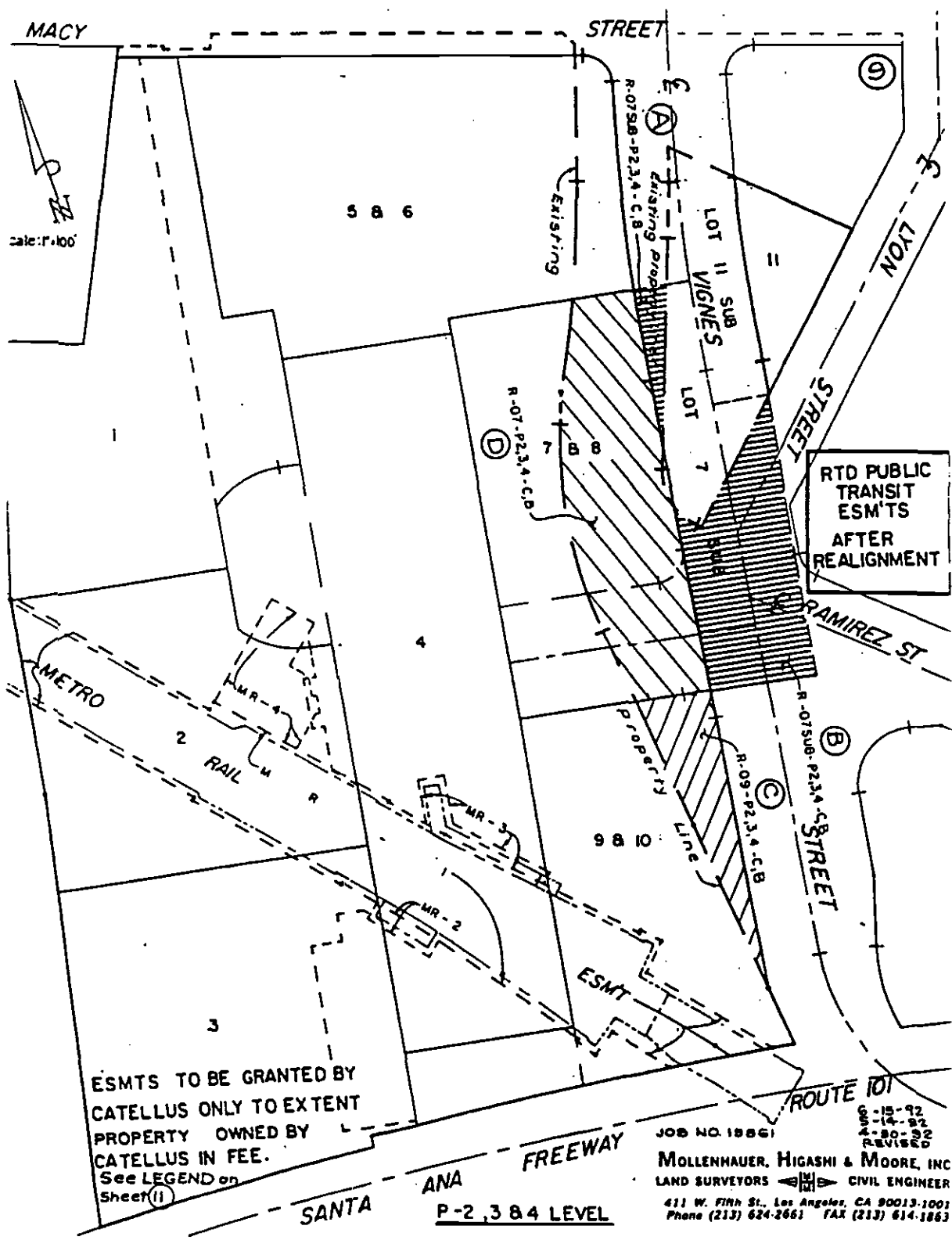
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RTD PUBLIC
TRANSIT
ESM'TS
AFTER
REALIGNMENT

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

JOB NO. 15861
MOLLENHAUER, HIGASHI & MOORE, INC
LAND SURVEYORS & CIVIL ENGINEERS
411 W. Fifth St., Los Angeles, CA 90013-100.
Phone (213) 624-2661 FAX (213) 614-1863

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



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
LAND SURVEYORS & CIVIL ENGINEER
411 W. FIRH St., Los Angeles, CA 90013-1001
Phone (213) 624-2661 FAX (213) 614-1863
6-15-92
5-14-92
4-20-92
REVISED

SANTA ANA
FREEWAY
P-2, 3 & 4 LEVEL

EXHIBIT E-3

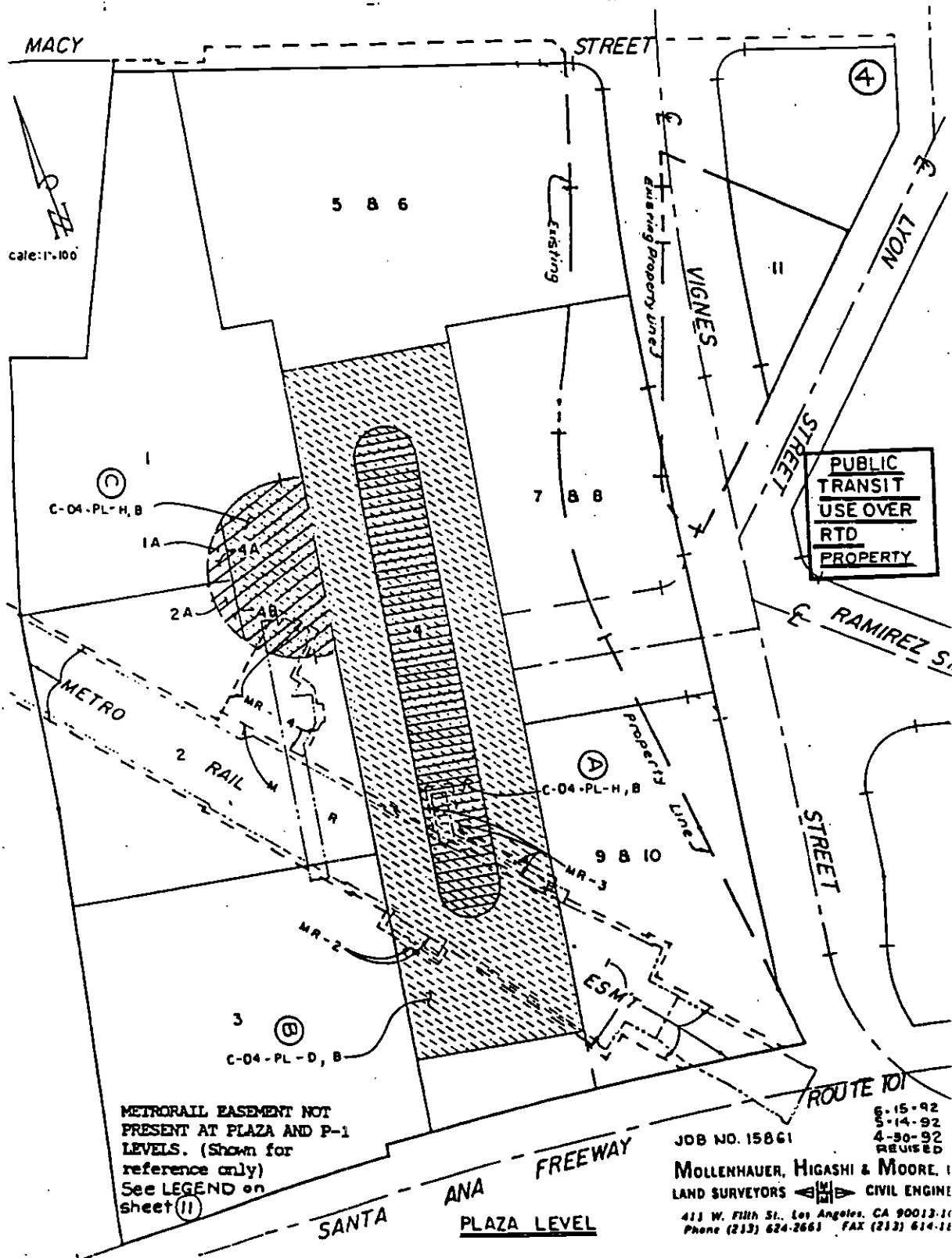
Maps of RTD Owned Public Transit Use Area

[Attach Mollenhauer Maps 4, 5, 6]

058995-004-012
06-26-92/0413C

-11-

RTD/CATELLUS
PTUA Exhibits



MACY STREET


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PUBLIC
TRANSIT
USE OVER
RTD
PROPERTY

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

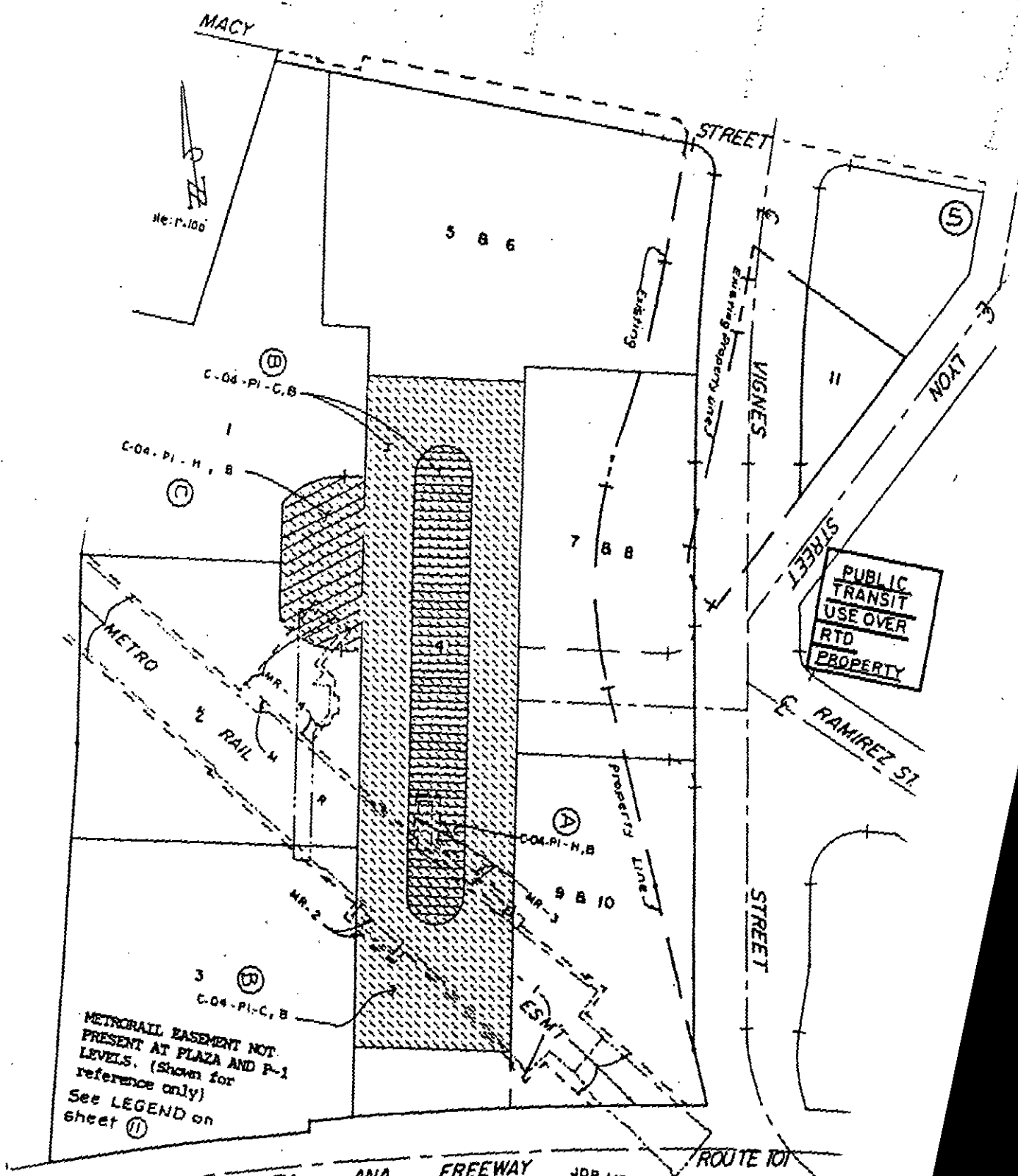
JOB NO. 15861

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

MOLLENHAUER, HIGASHI & MOORE, I
LAND SURVEYORS  CIVIL ENGINE
411 W. Fifth St., Los Angeles, CA 90013-11
Phone (213) 624-2661 FAX (213) 614-11

SANTA ANA FREEWAY

PLAZA LEVEL



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

SANTA ANA FREEWAY
P-1 LEVEL

JOB NO. 15861
6-15-92
5-14-92
4-20-92
REVISED
MOLLENHAUER, HIGASHI & MOORE, INC.
LAND SURVEYORS & CIVIL ENGINEERS
421 W. 7TH ST., LOS ANGELES, CA 90013-100
Phone (213) 624-2661 FAX (213) 614-186

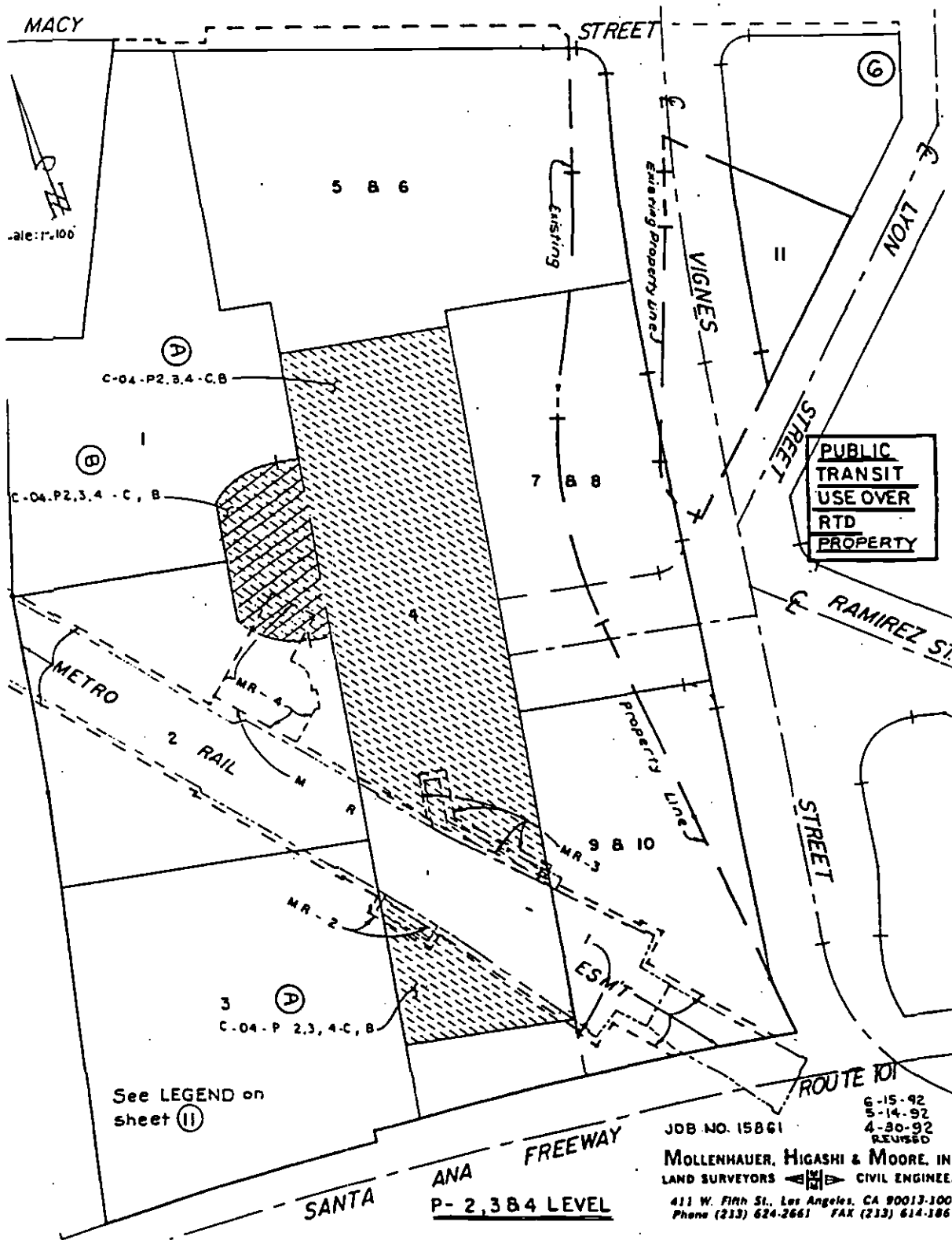
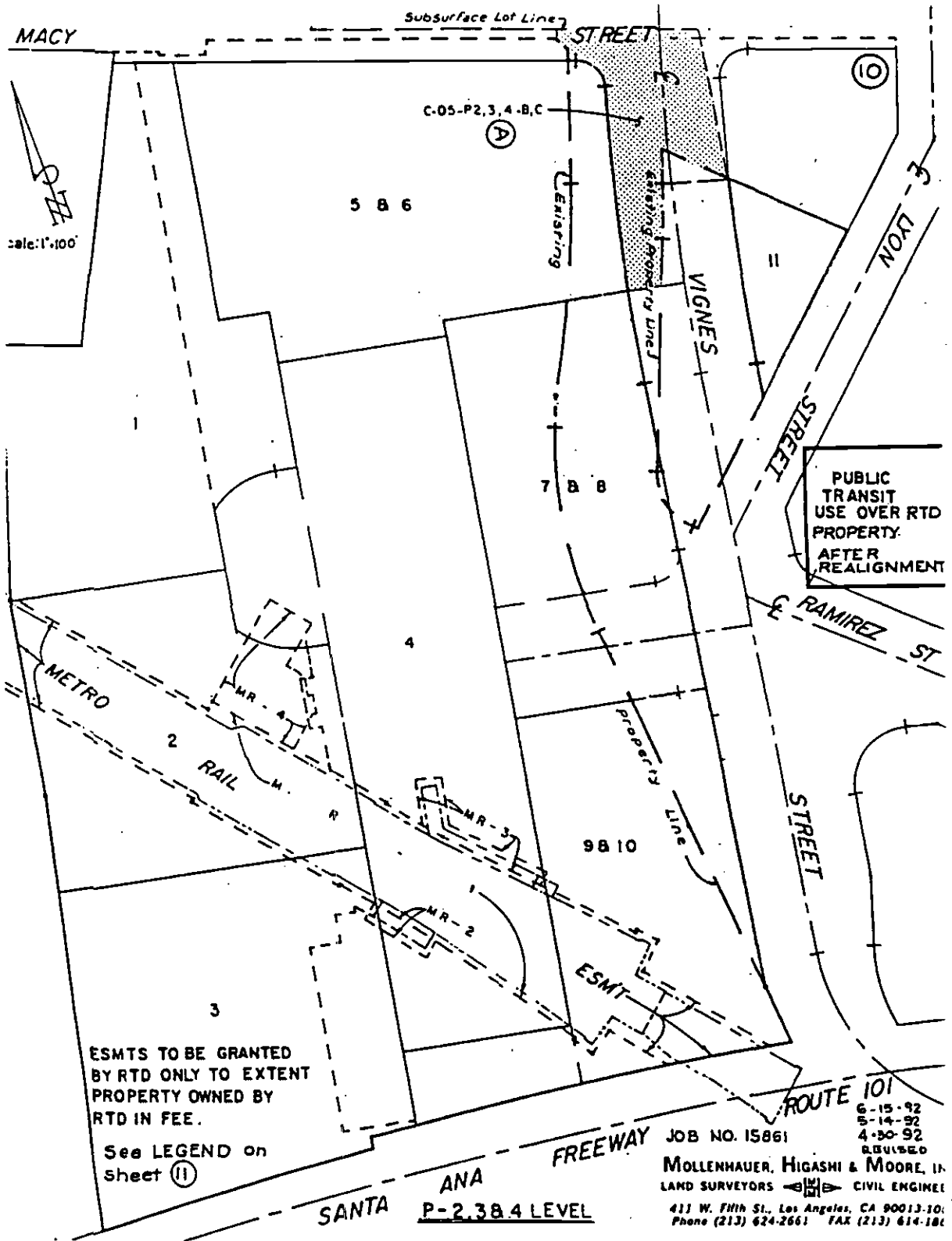


EXHIBIT E-4

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

[Attach Mollenhauer Map 10]



MACY

Subsurface Lot Line

STREET

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

(A)

5 B 6

Existing Property Line

VIGNES

STREET

LYON

PUBLIC TRANSIT
USE OVER RTD
PROPERTY:
AFTER
REALIGNMENT

7 B 8

RAMIREZ ST

4

Property Line

STREET

METRO

RAIL

9 B 10

ROUTE 101

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

See LEGEND on
Sheet (1)

3

SANTA

ANA

P-2,3,4 LEVEL

FREEWAY

JOB NO. 15861

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

411 W. Fifth St., Los Angeles, CA 90013-101
Phone (213) 624-2661 FAX (213) 614-181

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



EXHIBIT E-5

Public Transit Use List

058995-004-012
06-26-92/0413C

-13-

RTD/CATELLUS
PTUA Exhibits

EXHIBIT E-5

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-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-6

Legal Descriptions of Public Transit Use Areas on
Catellus Owned Property

[References to purposes of easements are for convenience
of reference only, and do not modify or limit the uses
and purposes therefor as are set forth in this
Agreement.]

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Revised June 15, 1992

1 R-11-PL-F,B FOR PARKING ACCESS (CONTINUED)

2 The above described land being an airspace parcel the lower limit of which
3 is a plane having an elevation of street level, and the upper limit of
4 which is a plane having an elevation 20 feet above street level, based on
5 City of Los Angeles Bench Mark No. 12-04270 having an elevation of 278.352
6 feet, 1980 Adjustment, based on National Geodetic Datum of 1929, as said
7 street level will be determined by the proposed realignment of Vignes
8 Street, the easterly line of which street is the line described in the
9 EXCEPTION paragraph above.

10

11 Containing 9,596 square feet

12

13

14

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

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Robert L. Mollenhauer, PLS No. 2996

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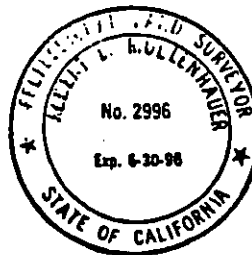
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THIS DESCRIPTION
PREPARED BY RMH/LS
CHECKED RMH
TYPED RMH
COMPARED RMH

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Map 1 (B)

Revised June 15, 1992

R-08-PL/P1-B, H FOR ARCADE

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; 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; and those portions of City Lands, in said City, County and State,
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous
9 Records, described as a whole as follows:
10
11 Commencing at the intersection of the easterly prolongation of the
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
14 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
15 northerly terminus of that certain course having a bearing and distance of
16 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
18 Book 14076, Page 324 of Official Records, in said office of the County
19 Recorder; thence along a westerly and southerly lines of said Parcel 3
20 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
21 thence along a line parallel with the centerline of Alameda Street, 96 feet
22 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
23 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South 10°
24 $01' 01''$ West 45.00 feet; thence South $79^{\circ} 58' 59''$ East 150.00 feet;
25 thence North $10^{\circ} 01' 01''$ East 13.75 feet to the TRUE POINT OF BEGINNING;
26 thence South $10^{\circ} 01' 01''$ West 257.29 feet; thence South $79^{\circ} 58' 59''$ East
27 77.87 feet to an intersection with a curve, concave easterly and having a
28 radius of 400.00 feet, the northerly terminus of said curve being a point
29 of tangency in a line parallel with and distant 90 feet westerly, measured
30 at right angles, from that certain course having a bearing and distance of
31 "South $21^{\circ} 36' 27''$ West 259.84 feet" in the easterly line of the land
32 described in Parcel 1 of the Grant Deed to the City of Los Angeles recorded

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Revised June 15, 1992

1 R-08-PL/P1-B, H FOR ARCADE (CONTINUED)
2 December 28, 1945, in Book 22651, Page 63, of Official Records of said
3 County, and the southerly terminus of said curve being a point of tangency
4 in the northerly prolongation of that certain course having a bearing and
5 distance of "North 05° 09' 26" West 83.12 feet" in the easterly line of the
6 land as described in Parcel 1 of the deed to Maier Brewing Co., recorded
7 August 14, 1964, as Instrument No. 5697, in Book D2591, Page 55 of said
8 Official Records, a radial of said curve to said intersection having a
9 bearing of South 89° 53' 06" West; thence northerly along said curve,
10 through a central angle of 02° 28' 08" an arc distance of 17.24 feet to a
11 line parallel with and distant 17.03 feet northerly, measured at right
12 angles, from that certain course described above as having a bearing and
13 distance of "South 79° 58' 59" East 77.87 feet"; thence along said parallel
14 line North 79° 58' 59" West 57.12 feet to Point "A" for purposes of this
15 description in a line parallel with and distant 18.03 feet easterly, measured
16 at right angles, from that certain course described above as having a bearing
17 and distance of "South 10° 01' 01" West 257.29 feet"; thence along said last
18 mentioned parallel line North 10° 01' 01" East 168.02 feet; thence South 79°
19 58' 59" East 11.08 feet; thence North 10° 01' 01" East 18.17 feet; thence North
20 79° 59' 58" West 11.08 feet; thence North 10° 01' 01" East 54.08 feet to a line
21 bearing South 79° 58' 59" East from the TRUE POINT OF BEGINNING; thence North
22 79° 58' 59" West 18.08 feet to said TRUE POINT OF BEGINNING.

23
24 The above described land being an airspace parcel the lower limit of the
25 easterly portion of which is a sloping plane, the easterly limit of said
26 sloping plane at the most easterly line of said parcel having an elevation of
27 street level, as said street level will be determined by the proposed
28 realignment of Vignes Street, and the westerly limit of said sloping plane at a
29 line bearing South 10° 01' 01" West from said Point "A" having an elevation of
30 293.0 feet; the lower limit of the westerly portion of said airspace parcel is
31 a horizontal plane having an elevation of 293.0 feet, said westerly portion is
32 bounded easterly by said line bearing South 10° 01' 01" West from said Point

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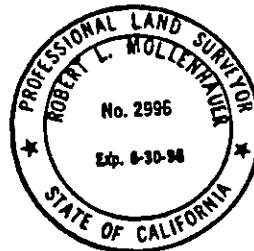
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1 R-08-PL/P1-B, H FOR ARCADE (CONTINUED)
2 "A": and the upper limit of said airspace parcel is a horizontal plane having
3 an elevation of 313.0 feet, all elevations based on City of Los Angeles
4 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980
5 Adjustment, based on National Geodetic Datum of 1929.
6
7 Containing 5,848 square feet.

8
9
10
11
12 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
13 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
14 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.



25 Robert L. Mollenhauer

26 Robert L. Mollenhauer, PLS No. 2996

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THIS DESCRIPTION
PREPARED BY RLM/PLS
CHECKED MG
TYPED MG
COMPARER MG

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1 R-07,08-PL/P1-E FOR PLAZA ACCESS - PARCEL 1 (CONTINUED)
2 tangency in the northerly prolongation of that certain course having a
3 bearing and distance of "North $05^{\circ} 09' 26''$ West 83.12 feet" in the easterly
4 line of the land as described in Parcel 1 of the deed to Maier Brewing Co.,
5 recorded August 14, 1964, as Instrument No. 5697, in Book D2591, Page 55 of
6 said Official Records, a radial of said curve to said intersection having a
7 bearing of South $85^{\circ} 46' 52''$ West; thence northerly along said curve,
8 through a central angle of $04^{\circ} 06' 14''$ an arc distance of 28.65 feet to a
9 line parallel with and distant 28.00 feet northerly, measured at right
10 angles, from that certain course described above as having a bearing and
11 distance of "South $79^{\circ} 58' 59''$ East 83.92 feet"; thence along said parallel
12 line North $79^{\circ} 58' 59''$ West 77.87 feet to the TRUE POINT OF BEGINNING.

13
14 The above described land being an airspace parcel the lower limit of which
15 is a sloping plane, the easterly limit of said plane at the easterly line of
16 said parcel having an elevation of street level, as said street level will
17 be determined by the proposed realignment of Vignes Street, and the
18 westerly limit of said plane at the westerly line of said parcel having an
19 elevation of 293.0 feet, said elevations based on City of Los Angeles
20 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980
21 Adjustment, based on National Geodetic Datum of 1929.

22
23 Containing 2,260 square feet

24
25
26 PARCEL 2

27 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in
28 the County of Los Angeles, State of California, as per map recorded
29 in Book 157, Pages 45 to 47 inclusive of Maps, in the office of the County
30 Recorder of said County; and those portions of City Lands, in said City,
31 County and State, as per map recorded in Book 2, Pages 504 and 505 of said
32 Miscellaneous Records, described as a whole as follows:

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1 R-07,08-PL/P1-E FOR PLAZA ACCESS - PARCEL 2 (CONTINUED)
2 Commencing at the intersection of the easterly prolongation of the
3 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
4 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
5 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
6 northerly terminus of that certain course having a bearing and distance of
7 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
8 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
9 Book 14076, Page 324 of Official Records, in said office of the County
10 Recorder; thence along a westerly and southerly lines of said Parcel 3
11 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
12 thence along a line parallel with the centerline of Alameda Street, 96 feet
13 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
14 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South
15 $10^{\circ} 01' 01''$ West 45.00 feet; thence South $79^{\circ} 58' 59''$ East 150.00 feet;
16 thence South $10^{\circ} 01' 01''$ West 311.54 feet; to the TRUE POINT OF BEGINNING;
17 thence continuing South $10^{\circ} 01' 01''$ West 31.04 feet; thence South $79^{\circ} 58'$
18 $59''$ East 103.12 feet to an intersection with the northerly prolongation
19 of that certain course having a bearing and distance of "North $05^{\circ} 09' 26''$
20 West 83.12 feet" in the easterly line of the land as described in Parcel 1
21 of the deed to Maier Brewing Co., recorded August 14, 1964, as Instrument
22 No. 5697, in Book D2591, Page 55 of said Official Records; thence along
23 said prolongation North $05^{\circ} 05' 09''$ West 32.16 feet to a line parallel with
24 and distant 31.04 feet northerly, measured at right angles, from that
25 certain course described above as having a bearing and distance of "South
26 $79^{\circ} 58' 59''$ East 103.12 feet"; thence along said parallel line North 79°
27 $58' 59''$ West 94.70 feet to the TRUE POINT OF BEGINNING.

28
29 The above described land being an airspace parcel the lower limit of which
30 is a sloping plane, the easterly limit of said plane at the easterly line of
31 said parcel having an elevation of street level, as said street level will
32 be determined by the proposed realignment of Vignes Street, and the

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Revised June 15, 1992

1 R-07,08-PL/P1-E FOR PLAZA ACCESS - PARCEL 2 (CONTINUED)
2 westerly limit of said plane at the westerly line of said parcel having an
3 elevation of 293.0 feet, said elevations based on City of Los Angeles
4 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980
5 Adjustment, based on National Geodetic Datum of 1929.
6
7 Containing 3,070 square feet

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

21 
22 Robert L. Mollenhauer, PLS No. 2996



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31
32



THIS DESCRIPTION	
PREPARED BY	
CHECKED	
TYPED	
COMPARED	

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Map 1 
Map 2 

Revised June 15, 1992

R-07,08-PL/P1-F FOR PARKING ACCESS

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in
2 the County of Los Angeles, State of California, as per map recorded
3 in Book 157, Pages 45 to 47 inclusive of Maps, in the office of the County
4 Recorder of said County; and those portions of City Lands, in said City,
5 County and State, as per map recorded in Book 2, Pages 504 and 505 of said
6 Miscellaneous Records, described as a whole as follows:

7
8 Commencing at the intersection of the easterly prolongation of the
9 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
10 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
11 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
12 northerly terminus of that certain course having a bearing and distance of
13 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
14 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
15 Book 14076, Page 324 of Official Records, in said office of the County
16 Recorder; thence along a westerly and southerly lines of said Parcel 3
17 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
18 thence along a line parallel with the centerline of Alameda Street, 96 feet
19 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
20 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South
21 $10^{\circ} 01' 01''$ West 45.00 feet; thence South $79^{\circ} 58' 59''$ East 150.00 feet;
22 thence South $10^{\circ} 01' 01''$ West 271.54 feet to the TRUE POINT OF BEGINNING;
23 thence continuing South $10^{\circ} 01' 01''$ East 40.00 feet; thence South $79^{\circ} 58'$
24 $59''$ East 94.70 feet to the northerly prolongation of that certain course
25 having a bearing and distance of "North $05^{\circ} 09' 26''$ West 83.12 feet" in the
26 easterly line of the land as described in Parcel 1 of the deed to Maier
27 Brewing Co., recorded August 14, 1964, as Instrument No. 5697, in Book
28 D2591, Page 55 of said Official Records; thence along said prolongation
29 North $05^{\circ} 05' 09''$ West 34.91 feet to the beginning of a tangent curve,
30 concave easterly and having a radius of 400.00 feet, the northerly terminus
31 of said curve being a point of tangency in a line parallel with and distant
32 90 feet westerly, measured at right angles, from that certain course having

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Revised June 15, 1992

1 R-07,08-PL/P1-F FOR PARKING ACCESS (CONTINUED)

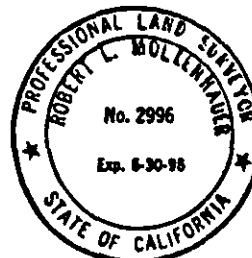
2 a bearing and distance of "South 21° 36' 27" West 259.84 feet" in the
3 easterly line of the land described in Parcel 1 of the Grant Deed to the
4 City of Los Angeles recorded December 28, 1945, in Book 22651, Page 63, of
5 Official Records of said County; thence northerly along said curve, through
6 a central angle of 00° 56' 01" an arc distance of 6.52 feet to a line
7 parallel with and distant 40.00 feet northerly, measured at right angles,
8 from that certain course described above as having a bearing and distance
9 of "South 79° 58' 59" East 94.70 feet"; thence along said parallel line
10 North 79° 58' 59" West 83.92 feet to the TRUE POINT OF BEGINNING.

11
12 The above described land being an airspace parcel the lower limit of which
13 is a sloping plane, the easterly limit of said plane at the easterly line of
14 said parcel having an elevation of street level, as said street level will
15 be determined by the proposed realignment of Vignes Street, and the
16 westerly limit of said plane at the westerly line of said parcel having an
17 elevation of 278.7 feet, said elevations based on City of Los Angeles Bench
18 Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment, based
19 on National Geodetic Datum of 1929.

20
21 Containing 3,571 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
32
THIS DESCRIPTION
PREPARED BY RLM
CHECKED ASG
TYPED JP
COMPARED ASG

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Map 1 (E)

Revised June 15, 1992

R-10-PL/P1-B,H FOR ARCADE

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in
2 the County of Los Angeles, State of California, as per map recorded
3 in Book 157, Pages 45 to 47 inclusive of Maps, in the office of the County
4 Recorder of said County; those portions of Blocks "C" and "D" of the
5 Subdivision of the Aliso Tract, in said City, County and State, as per map
6 recorded in Book 4, Pages 12 and 13 of said Miscellaneous Records; those
7 portions of the Subdivision of the Ballesteros Vineyard Tract, in said
8 City, County and State, as per map recorded in Book 1, Pages 505 and 506 of
9 said Miscellaneous Records; and those portions of City Lands, in said City,
10 County and State, as per map recorded in Book 2, Pages 504 and 505 of said
11 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;
23 thence along a line parallel with the centerline of Alameda Street, 96 feet
24 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
25 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South
26 $10^{\circ} 01' 01''$ West 45.00 feet to Point "A" for purposes of this description;
27 thence South $79^{\circ} 58' 59''$ East 150.00 feet; thence South $10^{\circ} 01' 01''$ West
28 342.58 feet to the TRUE POINT OF BEGINNING; thence continuing South $10^{\circ} 01'$
29 $01''$ West 274.25 feet; thence South $79^{\circ} 58' 59''$ East 18.08 feet; thence
30 North $10^{\circ} 01' 01''$ East 227.17 feet; thence South $79^{\circ} 58' 59''$ East 11.08
31 feet; thence North $10^{\circ} 01' 01''$ East 18.17 feet; thence North $79^{\circ} 58' 59'$
32 West 11.08 feet; thence North $10^{\circ} 01' 01''$ East 14.92 feet to Point "B" for

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1 R-10-PL/P1-B,H FOR ARCADE (CONTINUED)
2 purposes of this description in a line parallel with and distant 14.00 feet
3 southerly, measured at right angles, from a line bearing South $79^{\circ} 58' 59''$
4 East from the TRUE POINT OF BEGINNING; thence along said parallel line
5 South $79^{\circ} 58' 59''$ East 88.83 feet to an intersection with the northerly
6 prolongation of that certain course having a bearing and distance of "North
7 $05^{\circ} 09' 26''$ West 83.12 feet" in the easterly line of the land as described
8 in Parcel 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as
9 Instrument No. 5697, in Book D2591, Page 55 of said Official Records;
10 thence along said prolongation North $05^{\circ} 05' 09''$ West 14.50 feet to said
11 line bearing South $79^{\circ} 58' 59''$ East from the TRUE POINT OF BEGINNING;
12 thence along said line North $79^{\circ} 58' 59''$ West 103.12 feet to said TRUE
13 POINT OF BEGINNING.

14
15 The above described land being an airspace parcel the lower limit of the
16 easterly portion of which is a sloping plane, the easterly limit of said
17 sloping plane at the most easterly line of said parcel having an elevation
18 of street level, as said street level will be determined by the proposed
19 realignment of Vignes Street, and the westerly limit of said sloping plane
20 at a line bearing North $10^{\circ} 01' 01''$ East from said Point "B" having an
21 elevation of 293.0 feet; the lower limit of the westerly portion of said
22 airspace parcel is a horizontal plane having an elevation of 293.0 feet,
23 said westerly portion is bounded easterly by said line bearing North 10°
24 $01' 01''$ East from said Point "B"; and the upper limit of said airspace
25 parcel is a horizontal plane having an elevation of 313.0 feet, based on
26 City of Los Angeles Bench Mark No. 12-04270 having an elevation of
27 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

28
29 Containing 6,377 square feet.

30
31 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
32

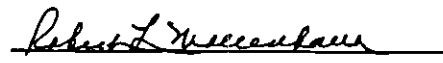
MOLLENHAUER, HIGASHI & MOORE, INC.
LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013
Phone (213) 624-2661 Fax (213) 614-1863

Revised June 15, 1992

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R-10-PL/P1-B.H FOR ARCADE (CONTINUED)
FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.


Robert L. Mollenhauer, PLS No. 2996



THIS INSTRUMENT
PREPARED BY RLM
CHECKED ME
TYPED gc
COMPARED ME

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Map I (F)

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R-10-PL-D,E FOR ROADWAY

1 Those portions of Blocks "C" and "D" of the Subdivision of the Aliso Tract,
2 in the City of Los Angeles, in the County of Los Angeles, State of
3 California, as per map recorded in Book 4, Pages 12 and 13 of Miscellaneous
4 Records in the office of the County Recorder of said County, described as a
5 whole as follows:

6
7 Commencing at the intersection of the easterly prolongation of the southerly
8 line of Lot "A" of Tract No. 10151, in said City, County and State, as per
9 map recorded in Book 157, Pages 45 to 47 of Maps, in said Recorder's
10 Office, with the centerline of Avila Street, 60 feet wide, as shown on the
11 map of said Tract No. 10151; thence along said prolongation South $71^{\circ} 09' 27''$
12 East 39.24 feet to the northerly terminus of that certain course having
13 a bearing and distance of "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as
14 described in Parcel 3 of the Highway Easement to the City of Los Angeles,
15 recorded May 13, 1936, in Book 14076, Page 324 of Official Records, in said
16 office of the County Recorder; thence along a westerly and southerly lines
17 of said Parcel 3 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$
18 East 10.86 feet; thence along a line parallel with the centerline of
19 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,
20 South $10^{\circ} 01' 01''$ West 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00
21 feet; thence South $10^{\circ} 01' 01''$ West 45.00 feet to Point "A" for purposes of
22 this description; thence South $79^{\circ} 58' 59''$ East 150.00 feet; thence North
23 $10^{\circ} 01' 01''$ East 13.75 feet; thence South $79^{\circ} 58' 59''$ East 109.89 feet to a
24 point in the westerly line of the land as described in Parcel 1 of the deed
25 to the City of Los Angeles recorded December 28, 1945, in Book 22651, Page
26 63 of Official Records, in said office of the County Recorder, being a
27 curve concave westerly and having a radius of 1000.00 feet, a radial of
28 said curve to said point having a bearing of South $65^{\circ} 11' 07''$ East;
29 thence southerly along said curve, through a central angle of $04^{\circ} 46' 57''$
30 an arc distance of 83.47 feet to an intersection with a line parallel with
31 and distant 90 feet westerly, measured at right angles, from that certain
32 course having a bearing and distance of "South $21^{\circ} 36' 27''$ West 259.84 feet"

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R-10-PL-D,E FOR ROADWAY (CONTINUED)

1 in the easterly line of said Parcel 1 of the last mentioned deed to the City
2 of Los Angeles; thence along said parallel line South $21^{\circ} 29' 15''$ West
3 28.23 feet to the beginning of a tangent curve concave easterly and having
4 a radius of 400.00 feet, said curve being tangent at its southerly terminus
5 to the northerly prolongation of that certain course having a bearing and
6 distance of "North $05^{\circ} 09' 26''$ West 83.12 feet" in the easterly line of the
7 land as described in Parcel 1 of the deed to Maier Brewing Co., recorded
8 August 14, 1964, as Instrument No. 5697, in Book D2591, Page 55 of said
9 Official Records; thence southerly along said last mentioned curve,
10 through a central angle of $26^{\circ} 38' 24''$ an arc distance of 185.98 feet to
11 said northerly prolongation; thence along said prolongation South $05^{\circ} 09'$
12 $09''$ East 187.29 feet to the southerly terminus of said certain course;
13 thence continuing along the easterly line of said Parcel 1 of the deed to
14 Maier Brewing Co., South $04^{\circ} 59' 28''$ East 209.00 feet to the northeasterly
15 corner of the land as described in Parcel 71780 (Amended) in the Final
16 Order of Condemnation entered in Los Angeles County Superior Court Case No.
17 C447627, a certified copy of which was recorded March 29, 1988, as
18 Instrument No. 88-422827 of said Official Records, said northeasterly
19 corner being the TRUE POINT OF BEGINNING; thence westerly along the
20 northerly line of said Parcel 71780 (Amended) and its westerly
21 prolongation, being a curve concave southerly and having a radius of
22 4340.00 feet, from a radial bearing North $08^{\circ} 55' 59''$ East to said
23 northeasterly corner, through a central angle of $04^{\circ} 28' 49''$ an arc
24 distance of 339.35 feet to a line bearing South $10^{\circ} 01' 01''$ West from said
25 hereinbefore described Point "A"; thence along said last mentioned line
26 North $10^{\circ} 01' 01''$ East 63.32 feet to a point distant 616.83 feet southerly
27 along said last mentioned line from said Point "A"; thence South $79^{\circ} 58'$
28 $59''$ East 168.08 feet; thence South $10^{\circ} 01' 01''$ West 7.16 feet a point on
29 a curve concentric with and distant 43 feet northerly, measured radially,
30 from that certain curve described above as concave southerly and having
31 a radius of 4340.00 feet; thence easterly along said curve, from a
32 radial bearing South $06^{\circ} 42' 42''$ West from said last mentioned point,

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1 R-10-PL-D,E FOR ROADWAY (CONTINUED)

2 through a central angle of $02^{\circ} 04' 55''$ an arc distance of 159.28 feet
3 to said easterly line of Parcel 1 of the deed to Maier Brewing
4 Co.; thence along said easterly line South $04^{\circ} 59' 29''$ East 44.29 feet to
5 the TRUE POINT OF BEGINNING.

6
7 The above described land being an airspace parcel the lower limit of which
8 is a sloping plane, the easterly limit of said plane at the easterly line
9 of said parcel having an elevation of street level, as said street level
10 will be determined by the proposed realignment of Vignes Street, and the
11 westerly limit of said plane at the westerly line of said parcel having an
12 elevation of 293.0 feet, said elevations, based on City of Los Angeles
13 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980
14 Adjustment, based on National Geodetic Datum of 1929.

15
16
17 Containing 16,546 square feet

18
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21 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
22 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
23 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

24
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27 

28 Robert L. Mollenhauer, PLS No. 2996



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THIS DESCRIPTION	
PREPARED BY	<u>RM</u>
CHECKED	<u>MTJ</u>
DRAWN	<u>AC</u>
REVISIONS	<u>10/84</u>

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Map I ©

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R-03-PL-B, H FOR ARCADE

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in
2 the County of Los Angeles, State of California, as per map recorded in Book
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder
4 of said County; those portions of Block "D" of the Subdivision of the
5 Aliso Tract, in said City, County and State, as per map recorded in Book 4,
6 Pages 12 and 13 of Miscellaneous Records, in said office of the County
7 Recorder; and those portions of City Lands, in said City, County and State,
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous
9 Records, described as a whole as follows:

10
11 Commencing at the intersection of the easterly prolongation of the
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
14 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
15 northerly terminus of that certain course having a bearing and distance of
16 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
18 Book 14076, Page 324 of Official Records, in said office of the County
19 Recorder; thence along a westerly and southerly lines of said Parcel 3
20 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
21 thence along a line parallel with the centerline of Alameda Street, 96 feet
22 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
23 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South $10^{\circ} 01'$
24 $01''$ West 137.50 feet; thence North $79^{\circ} 58' 59''$ West 19.25 feet to the
25 beginning of a tangent curve concave southeasterly and having a radius of
26 80.00 feet; thence southwesterly along said curve through a central angle
27 of $47^{\circ} 25' 50''$ an arc distance of 66.23 feet to a line parallel with and
28 distant 58.92 feet westerly, measured at right angles, from the southerly
29 prolongation of that certain course described above as having a bearing and
30 distance of "South $10^{\circ} 01' 01''$ West 137.50 feet"; thence along said
31 parallel line South $10^{\circ} 01' 01''$ West 108.24 feet to the beginning of a
32 non-tangent curve concave northeasterly and having a radius of 80.00 feet,

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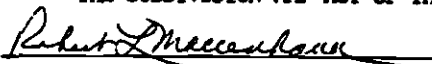
1 R-03-PL-B, H FOR ARCADE (CONTINUED)

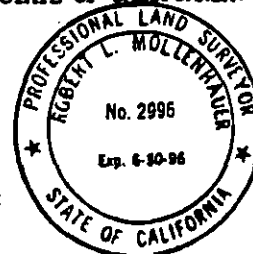
2 said curve being tangent at its easterly terminus to a line parallel with
3 and distant 160.00 feet southerly, measured along said last mentioned
4 southerly prolongation, from that certain course described above as having
5 a bearing and distance of "North 79° 58' 59" West 19.25 feet", said
6 easterly terminus being distant 19.25 feet westerly along said parallel
7 line from the intersection of said parallel line with said southerly
8 prolongation; thence southeasterly along said last mentioned curve, through
9 a central angle of 47° 25' 50" an arc distance of 66.23 feet to said
10 easterly terminus; thence tangent to said curve along said last mentioned
11 parallel line South 79° 58' 59" East 19.25 feet to said southerly
12 prolongation; thence continuing along said southerly prolongation South 10°
13 01' 01" West 180.58 feet to the TRUE POINT OF BEGINNING; thence continuing
14 South 10° 01' 01" West 183.75 feet; thence North 79° 58' 59" West 18.08
15 feet; thence North 10° 01' 01" East 183.75 feet; thence South 79° 58' 59"
16 East 18.08 feet to the TRUE POINT OF BEGINNING.

17
18 The above described land being an airspace parcel the lower limit of which is
19 a plane having an elevation of 293.0 feet, and the upper limit of which is
20 a plane having an elevation of 313.0 feet, based on City of Los Angeles
21 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980
22 Adjustment, based on National Geodetic Datum of 1929.

23
24 Containing 3,323 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, PLS No. 2996



THIS DESCRIPTION
PREPARED BY RLM
CHECKED ME
TYPED RLM
COMPARED RLM
JOB 15861

Revised June 15, 1992

1 R-03-PL-D, F FOR ROADWAY (CONTINUED)
2 said curve being tangent at its easterly terminus to a line parallel with
3 and distant 160.00 feet southerly, measured along said last mentioned
4 southerly prolongation, from that certain course described above as having
5 a bearing and distance of "North $79^{\circ} 58' 59''$ West 19.25 feet", said
6 easterly terminus being distant 19.25 feet westerly along said parallel
7 line from the intersection of said parallel line with said southerly
8 prolongation; thence southeasterly along said last mentioned curve, through
9 a central angle of $47^{\circ} 25' 50''$ an arc distance of 66.23 feet to said
10 easterly terminus; thence tangent to said curve along said last mentioned
11 parallel line South $79^{\circ} 58' 59''$ East 19.25 feet to said southerly
12 prolongation; thence continuing along said southerly prolongation South 10°
13 $01' 01''$ West 364.33 feet to the TRUE POINT OF BEGINNING; thence continuing
14 South $10^{\circ} 01' 01''$ West 63.32 feet to a point in the westerly prolongation
15 of the northerly line of the land as described in Parcel 71779-1, in the
16 Final Order of Condemnation entered in Los Angeles County Superior Court
17 Case No. C447627, a certified copy of which was recorded March 29, 1988, as
18 Instrument No. 88-422827 of said Official Records, said westerly
19 prolongation being a curve concave southerly and having a radius of 4340.00
20 feet, a radial of said curve to said point having a bearing of North 04°
21 $27' 10''$ East; thence westerly along said curve, through a central angle of
22 $00^{\circ} 51' 26''$ an arc distance of 64.94 feet to a line parallel with and
23 distant 64.58 feet westerly, measured at right angles, from that certain
24 course described above as having a bearing and distance of "South $10^{\circ} 01'$
25 $01''$ West 364.33 feet"; thence along said parallel line North $10^{\circ} 01' 01''$
26 East 171.38 feet; thence South $79^{\circ} 58' 59''$ East 28.00 feet; thence North
27 $10^{\circ} 01' 01''$ East 24.33 feet; thence South $79^{\circ} 58' 59''$ East 18.50 feet;
28 thence South $10^{\circ} 01' 01''$ West 125.62 feet to a line bearing North $79^{\circ} 58'$
29 $59''$ West from the TRUE POINT OF BEGINNING; thence South $79^{\circ} 58' 59''$ East
30 18.08 feet to said TRUE POINT OF BEGINNING.
31
32 The above described land being an airspace parcel the lower limit of which

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1 R-03-PL-D, F FOR ROADWAY (CONTINUED)
2 is a sloping plane, the easterly limit of said plane at the easterly line
3 of said parcel of land having an elevation of 293.0 feet, and the northerly
4 limit of said plane at the northerly line of said parcel of land having an
5 elevation of 278.7 feet, said elevations based on City of Los Angeles Bench
6 Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment,
7 based on National Geodetic Datum of 1929, said sloping plane intending to
8 describe a drive ramp from the Metro Bus Plaza to be constructed on what is
9 known as Lot 4 of proposed Tract No. 51217 to the first subterranean level
10 of parking to be constructed below said Lot 4.

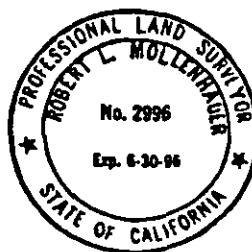
11
12 Containing 9,463 square feet.

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

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Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION
PREPARED BY WAC/S
CHECKED WAC
TYPED JP
COMPARED JP

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Map I

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R-02-PL-B, H FOR ARCADE & CAMPANILE

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

5
6 Commencing at the intersection of the easterly prolongation of the
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
8 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
9 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
10 northerly terminus of that certain course having a bearing and distance of
11 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
12 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
13 Book 14076, Page 324 of Official Records, in said office of the County
14 Recorder; thence along a westerly and southerly lines of said Parcel 3
15 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
16 thence along a line parallel with the centerline of Alameda Street, 96 feet
17 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
18 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South $10^{\circ} 01'$
19 $01''$ West 137.50 feet; thence North $79^{\circ} 58' 59''$ West 19.25 feet to the
20 beginning of a tangent curve concave southeasterly and having a radius of
21 80.00 feet; thence southwesterly along said curve through a central angle
22 of $47^{\circ} 25' 50''$ an arc distance of 66.23 feet to a line parallel with and
23 distant 58.92 feet westerly, measured at right angles, from the southerly
24 prolongation of that certain course described above as having a bearing and
25 distance of "South $10^{\circ} 01' 01''$ West 137.50 feet"; thence along said
26 parallel line South $10^{\circ} 01' 01''$ West 108.24 feet to the beginning of a
27 non-tangent curve concave northeasterly and having a radius of 80.00 feet,
28 said curve being tangent at its easterly terminus to a line parallel with
29 and distant 160.00 feet southerly, measured along said last mentioned
30 southerly prolongation, from that certain course described above as having
31 a bearing and distance of "North $79^{\circ} 58' 59''$ West 19.25 feet", said
32 easterly terminus being distant 19.25 feet westerly along said parallel

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1 R-02-PL-B, H FOR ARCADE & CAMPANILE (CONTINUED)
2 line from the intersection of said parallel line with said southerly
3 prolongation; thence southeasterly along said last mentioned curve, through
4 a central angle of $47^{\circ} 25' 50''$ an arc distance of 66.23 feet to said
5 easterly terminus; thence tangent to said curve along said last mentioned
6 parallel line South $79^{\circ} 58' 59''$ East 19.25 feet to said southerly
7 prolongation and the TRUE POINT OF BEGINNING; thence along said southerly
8 prolongation South $10^{\circ} 01' 01''$ West 180.58 feet; thence North $79^{\circ} 58' 59''$
9 West 18.08 feet; thence North $10^{\circ} 01' 01''$ East 128.04 feet; thence North
10 $79^{\circ} 58' 59''$ West 13.58 feet; thence North $10^{\circ} 01' 01''$ East 26.31 feet;
11 thence South $79^{\circ} 58' 59''$ East 13.58 feet; thence North $10^{\circ} 01' 01''$ East
12 25.88 feet to an intersection with that certain course described above as
13 having a bearing and distance of "South $79^{\circ} 58' 59''$ East 19.25 feet";
14 thence along said certain course South $79^{\circ} 58' 59''$ East 18.08 feet to the
15 TRUE POINT OF BEGINNING.

16
17 The above described land being an airspace parcel the lower limit of which is
18 a plane having an elevation of 293.0 feet, and the upper limit of which is
19 a plane having an elevation of 313.0 feet, based on City of Los
20 Angeles Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980
21 Adjustment, based on National Geodetic Datum of 1929.

22
23 Containing 3,623 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 
31 Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION
PREPARED BY MLM
CHECKED MLM
TYPED MLM
COMPARED MLM

MOLLENHAUER, HIGASHI & MOORE, INC.

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Phone (213) 624-2661

Map I (J)

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R-01-PL-B, H FOR ARCADE

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; 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; and those portions of City Lands, in said City, County and State,
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous
9 Records, described as a whole as follows:

10
11 Commencing at the intersection of the easterly prolongation of the
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
14 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
15 northerly terminus of that certain course having a bearing and distance of
16 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
18 Book 14076, Page 324 of Official Records, in said office of the County
19 Recorder; thence along a westerly and southerly lines of said Parcel 3
20 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet to
21 the TRUE POINT OF BEGINNING; thence along a line parallel with the
22 centerline of Alameda Street, 96 feet wide, as shown on the map of said
23 Tract No. 10151, South $10^{\circ} 01' 01''$ West 240.67 feet; thence South $79^{\circ} 58'$
24 $59''$ East 45.00 feet; thence South $10^{\circ} 01' 01''$ West 137.50 feet; thence
25 North $79^{\circ} 58' 59''$ West 18.08 feet; thence North $10^{\circ} 01' 01''$ East 95.24
26 feet; thence North $79^{\circ} 58' 59''$ West 15.06 feet; thence North $10^{\circ} 01' 01''$
27 East 15.00 feet; thence North $79^{\circ} 58' 59''$ West 15.00 feet; thence North
28 $10^{\circ} 01' 01''$ East 15.00 feet; thence North $79^{\circ} 58' 59''$ West 15.00 feet;
29 thence North $10^{\circ} 01' 01''$ East 15.06 feet; thence North $79^{\circ} 58' 59''$ West
30 15.03 feet; thence North $10^{\circ} 01' 01''$ East 243.07 feet to a line bearing
31 North $71^{\circ} 09' 27''$ West from the TRUE POINT OF BEGINNING; thence South 71°
32 $09' 27''$ East 33.56 feet to said TRUE POINT OF BEGINNING.

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1 R-01-PL-B, H FOR ARCADE (CONTINUED)
2 EXCEPT THEREFROM any portion of said land lying northerly of a line
3 parallel with and distant 20 feet southerly, measured at right angles, from
4 the southerly line of Macy Street, 80 feet wide, as shown on the map of
5 said Tract No. 10151.
6
7 The above described land being an airspace parcel the Lower limit of which is
8 a plane having an elevation of 293.0 feet, based on City of Los Angeles
9 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980
10 Adjustment, based on National Geodetic Datum of 1929.
11
12 Containing 11,507 square feet.

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18 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
19 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
20 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.
21



27 Robert L. Mollenhauer

28 Robert L. Mollenhauer, PLS No. 2996

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THIS DESCRIPTION
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CHECKED RFJ
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MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

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Revised June 15, 1992

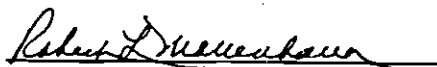
1 R-01-GL-A FOR EAST PORTAL STRUCTURE (CONTINUED)

2 North $79^{\circ} 58' 59''$ West; thence northerly along said curve, through a
3 central angle of $42^{\circ} 34' 10''$ an arc distance of 59.44 feet to the TRUE
4 POINT OF BEGINNING;

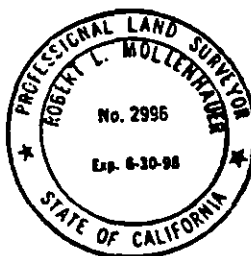
5
6 The above described land being an airspace parcel the Lower limit of which is
7 a plane having an elevation of 326.5 feet, based on City of Los Angeles
8 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980
9 Adjustment, based on National Geodetic Datum of 1929.

10
11 Containing 483 square feet.

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

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26 Robert L. Mollenhauer, PLS No. 2996



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Map 1 (L)

Revised June 15, 1992

R-02-GL-A FOR EAST PORTAL STRUCTURE

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

5
6 Commencing at the intersection of the easterly prolongation of the
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
8 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
9 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
10 northerly terminus of that certain course having a bearing and distance of
11 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
12 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
13 Book 14076, Page 324 of Official Records, in said office of the County
14 Recorder; thence along a westerly and southerly lines of said Parcel 3
15 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
16 thence along a line parallel with the centerline of Alameda Street, 96 feet
17 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
18 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South $10^{\circ} 01'$
19 $01''$ West 137.50 feet; thence North $79^{\circ} 58' 59''$ West 19.25 feet to the
20 beginning of a tangent curve concave southeasterly and having a radius of
21 80.00 feet; thence southwesterly along said curve through a central angle
22 of $47^{\circ} 25' 50''$ an arc distance of 66.23 feet to a point in a line parallel
23 with and distant 58.92 feet westerly, measured at right angles, from the
24 southerly prolongation of that certain course described above as having a
25 bearing and distance of "South $10^{\circ} 01' 01''$ West 137.50 feet"; thence along
26 said parallel line South $10^{\circ} 01' 01''$ West 54.12 feet to the TRUE POINT OF
27 BEGINNING; thence continuing South $10^{\circ} 01' 01''$ West 54.12 feet to the
28 beginning of a non-tangent curve concave northeasterly and having a radius
29 of 80.00 feet, said curve being tangent at its easterly terminus to a line
30 parallel with and distant 160.00 feet southerly, measured along said last
31 mentioned southerly prolongation, from that certain course described above
32 as having a bearing and distance of "North $79^{\circ} 58' 59''$ West 19.25 feet",

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R-02-GL-A FOR EAST PORTAL STRUCTURE (CONTINUED)

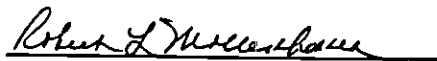
1 said easterly terminus being distant 19.25 feet westerly along said parallel
2 line from the intersection of said parallel line with said southerly
3 prolongation; thence northerly along said last mentioned curve, through
4 a central angle of $42^{\circ} 34' 10''$ an arc distance of 59.44 feet to a line
5 bearing North $79^{\circ} 58' 59''$ West from the TRUE POINT OF BEGINNING; thence
6 South $79^{\circ} 58' 59''$ East 21.08 feet to said TRUE POINT OF BEGINNING.

7
8 The above described land being an airspace parcel the lower limit of which is
9 a plane having an elevation of 326.5 feet, based on City of Los Angeles Bench
10 Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment,
11 based on National Geodetic Datum of 1929.

12
13 Containing 483 square feet.

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16
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18 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
19 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
20 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

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Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION
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Map I (M)

Revised June 15, 1992

R-01-PL/GL-B FOR AIR INTAKE

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

5
6 Commencing at the intersection of the easterly prolongation of the
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
8 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
9 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
10 northerly terminus of that certain course having a bearing and distance of
11 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
12 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
13 Book 14076, Page 324 of Official Records, in said office of the County
14 Recorder; thence along a westerly and southerly lines of said Parcel 3
15 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
16 thence along a line parallel with the centerline of Alameda Street, 96 feet
17 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
18 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South $10^{\circ} 01'$
19 $01''$ West 137.50 feet; thence North $79^{\circ} 58' 59''$ West 19.25 feet to the
20 beginning of a tangent curve concave southeasterly and having a radius of
21 80.00 feet; thence southwesterly along said curve through a central angle
22 of $47^{\circ} 25' 50''$ an arc distance of 66.23 feet to a point in a line parallel
23 with and distant 58.92 feet westerly, measured at right angles, from the
24 southerly prolongation of that certain course described above as having a
25 bearing and distance of "South $10^{\circ} 01' 01''$ West 137.50 feet" said last
26 mentioned point being the TRUE POINT OF BEGINNING; thence along said
27 parallel line North $10^{\circ} 01' 01''$ East 48.96 feet; thence South $79^{\circ} 58' 59''$
28 East 19.17 feet; thence South $10^{\circ} 01' 01''$ West 33.66 feet to an
29 intersection with said curve described above as being concave southeasterly
30 and having a radius of 80.00 feet; thence southwesterly along said curve,
31 through a central angle of $17^{\circ} 38' 14''$ an arc distance of 24.63 feet to
32 the TRUE POINT OF BEGINNING.

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1 R-01-PL/GL-B FOR AIR INTAKE (CONTINUED)
2 The above described land being an airspace parcel the Lower limit of which is
3 a plane having an elevation of 293.0 feet, and the upper limit of which
4 is a plane having an elevation of 326.5 feet, based on City of Los Angeles
5 Bench Mark No: 12-04270 having an elevation of 278.352 feet, 1980
6 Adjustment, based on National Geodetic Datum of 1929.
7
8 Containing 776 square feet.
9
10
11

12 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
13 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
14 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.
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24 Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION
PREPARED BY RLM
CHECKED MEJ
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Map I (N)

Revised June 15, 1992

R-02-PL/GL-B FOR AIR INTAKE

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in
2 the County of Los Angeles, State of California, as per map recorded in Book
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder
4 of said County, described as a whole as follows:
5
6 Commencing at the intersection of the easterly prolongation of the
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
8 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
9 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
10 northerly terminus of that certain course having a bearing and distance of
11 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
12 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
13 Book 14076, Page 324 of Official Records, in said office of the County
14 Recorder; thence along a westerly and southerly lines of said Parcel 3
15 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
16 thence along a line parallel with the centerline of Alameda Street, 96 feet
17 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
18 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South $10^{\circ} 01'$
19 $01''$ West 137.50 feet; thence North $79^{\circ} 58' 59''$ West 19.25 feet to the
20 beginning of a tangent curve concave southeasterly and having a radius of
21 80.00 feet; thence southwesterly along said curve through a central angle
22 of $47^{\circ} 25' 50''$ an arc distance of 66.23 feet to a line parallel with and
23 distant 58.92 feet westerly, measured at right angles, from the southerly
24 prolongation of that certain course described above as having a bearing and
25 distance of "South $10^{\circ} 01' 01''$ West 137.50 feet"; thence along said
26 parallel line South $10^{\circ} 01' 01''$ West 108.24 feet to the TRUE POINT OF
27 BEGINNING at the beginning of a non-tangent curve concave northeasterly and
28 having a radius of 80.00 feet, said curve being tangent at its easterly
29 terminus to a line parallel with and distant 160.00 feet southerly,
30 measured along said last mentioned southerly prolongation, from that
31 certain course described above as having a bearing and distance of "North
32 $79^{\circ} 58' 59''$ West 19.25 feet", said easterly terminus being distant 19.25

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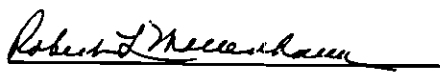
Revised June 15, 1992

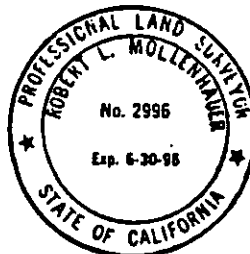
1 R-02-PL/GL-B FOR AIR INTAKE (CONTINUED)
2 feet westerly along said parallel line from the intersection of said
3 parallel line with said southerly prolongation; thence southeasterly along
4 said last mentioned curve, through a central angle of $47^{\circ} 25' 50''$ an arc
5 distance of 24.63 feet a line parallel with and distant 19.17 feet
6 easterly, measured at right angles, from the southerly prolongation of that
7 certain course described above as having a bearing and distance of "South
8 $10^{\circ} 01' 01''$ West 108.24 feet"; thence along said parallel line South 10°
9 $01' 01''$ West 33.66 feet to a line having a bearing of North $79^{\circ} 58' 59''$
10 West which line passes through said southerly prolongation at a point
11 distant 48.96 feet southerly along said southerly prolongation from the
12 TRUE POINT OF BEGINNING; thence North $79^{\circ} 58' 59''$ West 19.17 feet to said
13 southerly prolongation; thence along said southerly prolongation North 10°
14 $01' 01''$ East 48.96 feet to said TRUE POINT OF BEGINNING.

15
16 The above described land being an airspace parcel the lower limit of which is
17 a plane having an elevation of 293.0 feet, and the upper limit of which is
18 a plane having an elevation of 326.5 feet, based on City of Los Angeles
19 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980
20 Adjustment, based on National Geodetic Datum of 1929.

21
22 Containing 776 square feet.

23
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.

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31 Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION
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Revised June 26, 1992

Map 2 (A)

R-11-P1-F, B FOR PARKING ACCESS

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

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

24
25 EXCEPT THEREFROM that portion of said land lying westerly of the following
26 described line (on a different basis of bearings than the above described
27 parcel of land):

28
29 Commencing at a point in the centerline of Macy Street, 80 feet wide,
30 distant thereon South $71^{\circ} 09' 27''$ East 40.00 feet from the intersection of
31 said centerline of Macy Street with the centerline of Vignes Street, 80
32 feet wide, as said centerlines are shown on City of Los Angeles City

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1 R-11-P1-F, B FOR PARKING ACCESS (CONTINUED)

2 Engineer's Field Book 50062, Pages 11, 12 and 13, on file in the office of
3 said City Engineer; thence along said centerline of Macy Street South 71°
4 $09' 27''$ East 260.70 feet to the northerly prolongation of the easterly line
5 of Lot 5 of Tract No. 10151, as per map recorded in Book 157, Pages 45 to
6 47 of Maps, in the office of the County Recorder of said County; thence
7 along said prolongation South $19^{\circ} 22' 48''$ West 50.00 feet to the
8 northeasterly corner of said Lot 5, being a point in a line parallel with
9 and distant 50 feet southerly, measured at right angles, from said
10 centerline of Macy Street; thence along said parallel line North $71^{\circ} 09'$
11 $27''$ West 129.73 feet to the beginning of a tangent curve concave
12 southeasterly and having a radius of 25 feet, the southwesterly terminus of
13 said curve being a point of compound curvature with a curve concave
14 easterly and having a radius of 1900 feet, said last mentioned curve being
15 concentric with and distant 50 feet easterly, measured radially, from a
16 curve having a radius of 1950 feet which passes through the point of
17 commencement of this description and from which point of commencement a
18 radial of said curve of radius 1950 feet bears South $71^{\circ} 09' 27''$ East;
19 thence southwesterly along said curve of radius 25 feet, through a central
20 angle of $92^{\circ} 17' 33''$ an arc distance of 40.27 feet to said point of
21 compound curvature; thence southerly along said concentric curve of radius
22 1900 feet, through a central angle of $07^{\circ} 42' 27''$ an arc distance of 255.59
23 feet to a point from which a radial of said curve bears South $81^{\circ} 09' 27''$
24 East; thence tangent to said curve South $08^{\circ} 50' 33''$ West 170.87 feet to
25 the beginning of a tangent curve, concave easterly and having a radius of
26 25 feet, said last mentioned curve being tangent at its southeasterly
27 terminus to a line parallel with and distant 80 feet northeasterly,
28 measured at right angles, from the southwesterly line of Lot 1 of Tract No.
29 11515, as per map recorded in Book 261, Pages 9 and 10 of Maps, in said
30 office of the County Recorder; thence southerly along said last mentioned
31 curve, through a central angle of $56^{\circ} 57' 18''$ an arc distance of 24.85 feet
32 to said parallel line.

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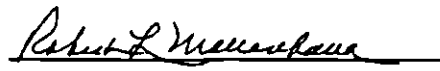
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R-11-P1-F, B FOR PARKING ACCESS (CONTINUED)

The above described land being an airspace parcel the lower limit of which is a plane having an elevation of 278.7 level feet, and the upper limit of which is a plane having an elevation street level, based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929, as said street level will be determined by the proposed realignment of Vignes Street, the easterly line of which street is the line described in the EXCEPTION paragraph above.

Containing 9,596 square feet

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



Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION
PREPARED BY RLM
CHECKED ML
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COMPARED ML

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Map 2 (B)

R-07-P1-C, B FOR PARKING & ACCESS

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; those portions
5 of Lots 4 and 5 of Tract No. 10151, in said City, County and State, as per
6 map recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said
7 Recorder's Office; and those portions of City Lands, in said City, County and
8 State, as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous
9 Records, described as a whole as follows:

10
11 Commencing at the intersection of the easterly prolongation of the
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
14 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
15 northerly terminus of that certain course having a bearing and distance of
16 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
18 Book 14076, Page 324 of Official Records, in said office of the County
19 Recorder; thence along a westerly and southerly lines of said Parcel 3
20 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
21 thence along a line parallel with the centerline of Alameda Street, 96 feet
22 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
23 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South 10°
24 $01' 01''$ West 45.00 feet; thence South $79^{\circ} 58' 59''$ East 150.00 feet;
25 thence North $10^{\circ} 01' 01''$ East 13.75 feet to the TRUE POINT OF BEGINNING;
26 thence South $79^{\circ} 58' 59''$ East 109.89 feet to a point in the westerly line
27 of the land as described in Parcel 1 of the deed to the City of Los Angeles
28 recorded December 28, 1945, in Book 22651, Page 63 of Official Records, in
29 said office of the County Recorder, being a curve concave westerly and
30 having a radius of 1000.00 feet, a radial of said curve to said point
31 having a bearing of South $65^{\circ} 11' 07''$ East; thence southerly along said
32 curve, through a central angle of $04^{\circ} 46' 57''$ an arc distance of 83.47 feet

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1 R-07-P1-C, B FOR PARKING & ACCESS (CONTINUED)
2 to an intersection with a line parallel with and distant 90 feet westerly,
3 measured at right angles, from that certain course in the easterly line of said
4 Parcel 1 of the last mentioned deed to the City of Los Angeles described as
5 having a bearing and distance of "South 21° 36' 27" West 259.84 Feet" in said
6 deed; thence along said parallel line South 21° 29' 15" West 28.23 feet to the
7 beginning of a tangent curve concave easterly and having a radius of 400.00
8 feet, said curve being tangent at its southerly terminus to the northerly
9 prolongation of that certain course having a bearing and distance of "North 05°
10 09' 26" West 83.12 feet" in the easterly line of the land as described in
11 Parcel 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as
12 Instrument No. 5697, in Book D2591, Page 55 of said Official Records; thence
13 southerly along said last mentioned curve through a central angle of 21° 36'
14 09" an arc distance of 150.81 feet to a line bearing South 79° 58' 59" East
15 from a point in the southerly prolongation of that certain course described
16 above as having a bearing and distance of "North 10° 01' 01" East 13.75 feet",
17 said last mentioned point being distant 257.29 feet southerly along said
18 southerly prolongation from the TRUE POINT OF BEGINNING; thence North 79° 58'
19 59" West 77.87 feet to said southerly prolongation; thence along said
20 southerly prolongation North 10° 01' 01" East 257.29 feet to said TRUE POINT OF
21 BEGINNING.

22
23 The above described land being an airspace parcel the lower limit
24 of which is a plane having an elevation of 278.7 feet, and the upper limit of
25 which is a plane having an elevation of 293 feet, based on City of
26 Los Angeles Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980
27 Adjustment, based on National Geodetic Datum of 1929.

28
29 Containing 21,201 square feet.

30
31 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT

32

15861

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Revised June 15, 1992

1 R-07-P1-C, B FOR PARKING & ACCESS (CONTINUED)

2 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
3 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

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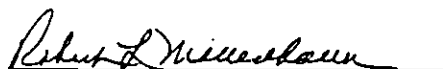
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Robert L. Mollenhauer, PLS No. 2996

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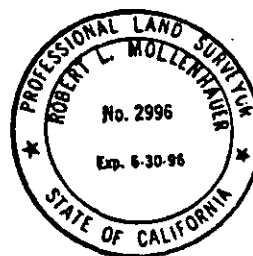
28

29

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31

32



THIS DESCRIPTION
PREPARED BY WALIS
CHECKED MTJ
TYPED GT
COMPARER MTJ

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Map 2 (E)

R-09-P1-C, B FOR PARKING AND ACCESS

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in
2 the County of Los Angeles, State of California, as per map recorded
3 in Book 157, Pages 45 to 47 inclusive of Maps, in the office of the County
4 Recorder of said County; those portions of Blocks "C" and "D" of the
5 Subdivision of the Aliso Tract, in said City, County and State, as per map
6 recorded in Book 4, Pages 12 and 13 of said Miscellaneous Records; those
7 portions of the Subdivision of the Ballesteros Vineyard Tract, in said
8 City, County and State, as per map recorded in Book 1, Pages 505 and 506 of
9 said Miscellaneous Records; and those portions of City Lands, in said City,
10 County and State, as per map recorded in Book 2, Pages 504 and 505 of said
11 Miscellaneous Records, described as a whole as follows:

12
13 Commencing at the intersection of the easterly prolongation of the southerly
14 line of Lot "A" of said Tract No. 10151 with the centerline of Avila Street,
15 60 feet wide, as shown on the map of said Tract No. 10151; thence along said
16 prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the northerly terminus of
17 that certain course having a bearing and distance of "South $18^{\circ} 56' 50''$ West
18 3.00 feet" in the land as described in Parcel 3 of the Highway Easement to the
19 City of Los Angeles, recorded May 13, 1936, in Book 14076, Page 324 of Official
20 Records, in said office of the County Recorder; thence along a westerly and
21 southerly lines of said Parcel 3 South $18^{\circ} 50' 33''$ West 3.00 feet and South 71°
22 $09' 27''$ East 10.86 feet; thence along a line parallel with the centerline of
23 Alameda Street, 96 feet wide, as shown on the map of said Tract No. 10151,
24 South $10^{\circ} 01' 01''$ West 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet;
25 thence South $10^{\circ} 01' 01''$ West 45.00 feet to Point "A" for purposes of this
26 description; thence South $79^{\circ} 58' 59''$ East 150.00 feet; thence South 10°
27 $01' 01''$ West 342.58 feet to the TRUE POINT OF BEGINNING; thence South 79°
28 $58' 59''$ East 103.12 feet to the northerly prolongation of that certain
29 course having a bearing and distance of "North $05^{\circ} 09' 26''$ West 83.12 feet"
30 in the easterly line of the land as described in Parcel 1 of the deed to
31 Maier Brewing Co., recorded August 14, 1964, as Instrument No. 5697, in
32 Book D2591, Page 55 of said Official Records; thence along said

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R-09-P1-C, B FOR PARKING AND ACCESS (CONTINUED)

1 prolongation South 05° 09' 09" East 120.21 feet to the southerly terminus
 2 of said certain course; thence continuing along the easterly line of said
 3 Parcel 1 of the deed to Maier Brewing Co., South 04° 59' 28" East 209.00
 4 feet to the northeasterly corner of the land as described in Parcel 71780
 5 (Amended) in the Final Order of Condemnation entered in Los Angeles County
 6 Superior Court Case No. C447627, a certified copy of which was recorded
 7 March 29, 1988, as Instrument No. 88-422827 of said Official Records;
 8 thence westerly along the northerly line of said Parcel 71780 (Amended) and its
 9 westerly prolongation being a curve concave southerly and having a radius of
 10 4340.00 feet, from a radial bearing North 08° 55' 59" East to said
 11 northeasterly corner, through a central angle of 04° 28' 49" an arc
 12 distance of 339.35 feet to a line bearing South 10° 01' 01" West from said
 13 hereinbefore described Point "A"; thence along said last mentioned line
 14 North 10° 01' 01" East 63.32 feet to a point distant 616.83 feet southerly
 15 along said last mentioned line from said Point "A"; thence South 79° 58'
 16 59" East 150.00 feet; thence North 10° 01' 01" East 274.25 feet to the TRUE
 17 POINT OF BEGINNING.

18
 19 The above described land being an airspace parcel the lower limit of which is
 20 a plane having an elevation of 278.7 feet, and the upper limit of which is
 21 a plane having an elevation of 293 feet, based on City of Los Angeles Bench
 22 Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment, based
 23 on National Geodetic Datum of 1929.

24
25 Containing 55,547 square feet

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 Robert L. Mollenhauer
 31 Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION
 PREPARED BY WJMS
 CHECKED WJMS
 TYPED JP
 COMPARED WJMS

Revised June 15, 1992

R-03-P1-C, B, F FOR PARKING & ACCESS

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in
2 the County of Los Angeles, State of California, as per map recorded in Book
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder
4 of said County; those portions of Block "D" of the Subdivision of the
5 Aliso Tract, in said City, County and State, as per map recorded in Book 4,
6 Pages 12 and 13 of Miscellaneous Records, in said office of the County
7 Recorder; and those portions of City Lands, in said City, County and State,
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous
9 Records, described as a whole as follows:

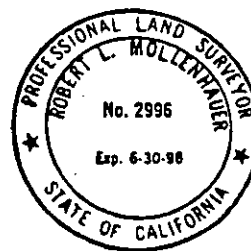
10
11 Commencing at the intersection of the easterly prolongation of the
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
14 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
15 northerly terminus of that certain course having a bearing and distance of
16 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
18 Book 14076, Page 324 of Official Records, in said office of the County
19 Recorder; thence along a westerly and southerly lines of said Parcel 3
20 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
21 thence along a line parallel with the centerline of Alameda Street, 96 feet
22 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
23 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South $10^{\circ} 01'$
24 $01''$ West 137.50 feet; thence North $79^{\circ} 58' 59''$ West 19.25 feet to the
25 beginning of a tangent curve concave southeasterly and having a radius of
26 80.00 feet; thence southwesterly along said curve through a central angle
27 of $47^{\circ} 25' 50''$ an arc distance of 66.23 feet to a line parallel with and
28 distant 58.92 feet westerly, measured at right angles, from the southerly
29 prolongation of that certain course described above as having a bearing and
30 distance of "South $10^{\circ} 01' 01''$ West 137.50 feet"; thence along said
31 parallel line South $10^{\circ} 01' 01''$ West 108.24 feet to the beginning of a
32 non-tangent curve concave northeasterly and having a radius of 80.00 feet,

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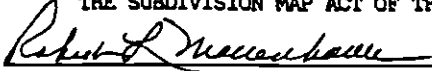


1 R-03-P1-C,B, F FOR PARKING & ACCESS (CONTINUED)
2 said curve being tangent at its easterly terminus to a line parallel with
3 and distant 160.00 feet southerly, measured along said last mentioned
4 southerly prolongation, from that certain course described above as having
5 a bearing and distance of "North 79° 58' 59" West 19.25 feet", said
6 easterly terminus being distant 19.25 feet westerly along said parallel
7 line from the intersection of said parallel line with said southerly
8 prolongation; thence southeasterly along said last mentioned curve, through
9 a central angle of 47° 25' 50" an arc distance of 66.23 feet to said
10 easterly terminus; thence tangent to said curve along said last mentioned
11 parallel line South 79° 58' 59" East 19.25 feet to said southerly
12 prolongation; thence continuing along said southerly prolongation South 10°
13 01' 01" West 180.58 feet to the TRUE POINT OF BEGINNING; thence continuing
14 South 10° 01' 01" West 243.00 feet; thence North 79° 58' 59" West 64.58
15 feet; thence North 10° 01' 01" East 161.83 feet; thence South 79° 58' 59"
16 East 27.50 feet; thence North 10° 01' 01" East 24.33 feet; thence South 79°
17 58' 59" East 17.83 feet, thence North 10° 01' 01" East 56.83 feet to a
18 line bearing North 79° 58' 59" West from the TRUE POINT OF BEGINNING;
19 thence South 79° 58' 59" East 19.25 feet to said TRUE POINT OF BEGINNING.

20
21 The above described land being an airspace parcel the lower limit of which is
22 a plane having an elevation of 278.7 feet, and the upper limit of which is
23 a plane having an elevation of 293.0 feet, based on City of Los Angeles
24 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980
25 Adjustment, based on National Geodetic Datum of 1929.

26
27 Containing 12,448 square feet.

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, PLS No. 2996

THIS DESCRIPTION
PREPARED BY RLM
CHECKED RLM
TYPED RLM
COMPARED RLM

Revised June 15, 1992

R-02-P1-C, B FOR PARKING & ACCESS

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

5
6 Commencing at the intersection of the easterly prolongation of the
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
8 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
9 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
10 northerly terminus of that certain course having a bearing and distance of
11 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
12 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
13 Book 14076, Page 324 of Official Records, in said office of the County
14 Recorder; thence along a westerly and southerly lines of said Parcel 3
15 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
16 thence along a line parallel with the centerline of Alameda Street, 96 feet
17 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
18 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South $10^{\circ} 01'$
19 $01''$ West 137.50 feet; thence North $79^{\circ} 58' 59''$ West 19.25 feet to the
20 beginning of a tangent curve concave southeasterly and having a radius of
21 80.00 feet; thence southwesterly along said curve through a central angle
22 of $47^{\circ} 25' 50''$ an arc distance of 66.23 feet to a point in a line parallel
23 with and distant 58.92 feet westerly, measured at right angles, from the
24 southerly prolongation of that certain course described above as having a
25 bearing and distance of "South $10^{\circ} 01' 01''$ West 137.50 feet"; thence along
26 said parallel line South $10^{\circ} 01' 01''$ West 108.24 feet to a point at the
27 beginning of a non-tangent curve concave northeasterly and having a radius
28 of 80.00 feet, said curve being tangent at its easterly terminus to a line
29 parallel with and distant 160.00 feet southerly, measured along said last
30 mentioned southerly prolongation, from that certain course described above
31 as having a bearing and distance of "North $79^{\circ} 58' 59''$ West 19.25 feet",
32 said easterly terminus being distant 19.25 feet westerly along said

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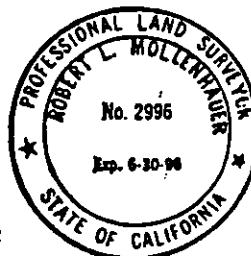
1 R-02-P1-C, B FOR PARKING & ACCESS (CONTINUED)
2 parallel line from the intersection of said parallel line with said
3 southerly prolongation, said last mentioned point being the TRUE POINT OF
4 BEGINNING; thence southeasterly along said last mentioned curve, through a
5 central angle of $47^{\circ} 25' 50''$ an arc distance of 66.23 feet to said easterly
6 terminus; thence tangent to said curve along said last mentioned parallel
7 line South $79^{\circ} 58' 59''$ East 19.25 feet to said southerly prolongation;
8 thence continuing along said southerly prolongation South $10^{\circ} 01' 01''$ West
9 180.58 feet; thence North $79^{\circ} 58' 59''$ West 19.25 feet; thence North $10^{\circ} 01'$
10 $01''$ East 109.83 feet; thence North $79^{\circ} 58' 59''$ West 11.04 feet; thence
11 North $10^{\circ} 01' 01''$ East 44.25 feet; thence South $79^{\circ} 58' 59''$ East 11.04
12 feet; thence North $10^{\circ} 01' 01''$ East 3.42 feet; thence North $79^{\circ} 58' 59''$
13 West 58.92 feet to a line bearing South $10^{\circ} 01' 01''$ West from the TRUE
14 POINT OF BEGINNING; thence North $10^{\circ} 01' 01''$ East 48.96 feet to said TRUE
15 POINT OF BEGINNING.

16
17 The above described land being an airspace parcel the lower limit of which is
18 a plane having an elevation of 278.7 feet, and the upper limit of which
19 is a plane having an elevation of 293 feet, based on City of Los Angeles
20 Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980
21 Adjustment, based on National Geodetic Datum of 1929.

22
23 Containing 5,795 square feet.

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

29
30 
31 Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION
PREPARED BY WJL
CHECKED WJL
TYPED JP
COMPARED WJL

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Map 2 (H)

R-01-P1-C, B FOR PARKING & ACCESS

1 Those portions of the Subdivision of a Part of the Estate of Ymario Avila
2 Dec'd, in the City of Los Angeles, in the County of Los Angeles, State of
3 California, as per map recorded in Book 34, Page 90 of Miscellaneous
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; and those portions of City Lands, in said City, County and State,
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous
9 Records, described as a whole as follows:

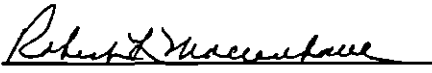
10 Commencing at the intersection of the easterly prolongation of the
11 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
12 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
13 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
14 northerly terminus of that certain course having a bearing and distance of
15 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
16 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
17 Book 14076, Page 324 of Official Records, in said office of the County
18 Recorder; thence along a westerly and southerly lines of said Parcel 3
19 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet to
20 the TRUE POINT OF BEGINNING; thence along a line parallel with the
21 centerline of Alameda Street, 96 feet wide, as shown on the map of said
22 Tract No. 10151, South $10^{\circ} 01' 01''$ West 240.67 feet; thence South $79^{\circ} 58'$
23 $59''$ East 45.00 feet; thence South $10^{\circ} 01' 01''$ West 137.50 feet; thence
24 North $79^{\circ} 58' 59''$ West 19.25 feet to the beginning of a tangent curve
25 concave southeasterly and having a radius of 80.00 feet; thence
26 southwesterly along said curve through a central angle of $47^{\circ} 25' 50''$ an
27 arc distance of 66.23 feet to a line parallel with and distant 58.92 feet
28 westerly, measured at right angles, from the southerly prolongation of that
29 certain course described above as having a bearing and distance of "South
30 $10^{\circ} 01' 01''$ West 137.50 feet"; thence along said parallel line North 10°
31 $01' 01''$ East 409.20 feet to a line bearing North $71^{\circ} 09' 27''$ West from the
32

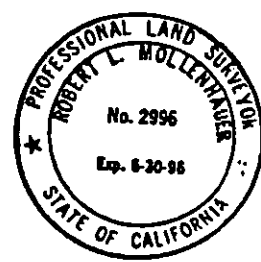
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LAND SURVEYORS  CIVIL ENGINEERS
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Phone (213) 624-2661 Fax (213) 614-1863

Revised June 15, 1992

1 R-01-P1-C, B FOR PARKING & ACCESS (CONTINUED)
2 TRUE POINT OF BEGINNING; thence South $71^{\circ} 09' 27''$ East 33.56 feet to said
3 TRUE POINT OF BEGINNING.
4
5 The above described land being an airspace parcel the lower limit of which is
6 a plane having an elevation of 278.7 feet, and the upper limit of which is a
7 plane having an elevation of 293 feet, based on City of Los Angeles Bench Mark
8 No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment, based on
9 National Geodetic Datum of 1929:
10
11 Containing 19,051 square feet.

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16
17 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
18 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
19 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.
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24
25
26 
27 Robert L. Mollenhauer, PLS No. 2996



28
29
30
31
32

THIS DESCRIPTION	
PREPARED BY	<i>MLM</i>
CHECKED	<i>MLM</i>
TYPED	<i>MLM</i>
COMPARED	<i>MLM</i>

MOLLENHAUER, HIGASHI & MOORE, INC.

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Map 3 (A)

Revised June 26, 1992

R-11-P2-F,B
R-11-P3-F,B FOR PARKING ACCESS
R-11-P4-F,B

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 EXCEPT THEREFROM that portion of said land lying westerly of the following
27 described line (on a different basis of bearings than the above described
28 parcel of land):

29
30 Commencing at a point in the centerline of Macy Street, 80 feet wide,
31 distant thereon South $71^{\circ} 09' 27''$ East 40.00 feet from the intersection of
32 said centerline of Macy Street with the centerline of Vignes Street, 80 feet

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R-11-P2-F,B

R-11-P3-F,B FOR PARKING ACCESS (CONTINUED)

R-11-P4-F,B

1
2 wide, as said centerlines are shown on City of Los Angeles City
3 Engineer's Field Book 50062, Pages 11, 12 and 13, on file in the office of
4 said City Engineer; thence along said centerline of Macy Street South 71°
5 $09' 27''$ East 260.70 feet to the northerly prolongation of the easterly line
6 of Lot 5 of Tract No. 10151, as per map recorded in Book 157, Pages 45 to
7 47 of Maps, in the office of the County Recorder of said County; thence
8 along said prolongation South $19^{\circ} 22' 48''$ West 50.00 feet to the
9 northeasterly corner of said Lot 5, being a point in a line parallel with
10 and distant 50 feet southerly, measured at right angles, from said
11 centerline of Macy Street; thence along said parallel line North $71^{\circ} 09'$
12 $27''$ West 129.73 feet to the beginning of a tangent curve concave
13 southeasterly and having a radius of 25 feet, the southwesterly terminus of
14 said curve being a point of compound curvature with a curve concave
15 easterly and having a radius of 1900 feet, said last mentioned curve being
16 concentric with and distant 50 feet easterly, measured radially, from a
17 curve having a radius of 1950 feet which passes through the point of
18 commencement of this description and from which point of commencement a
19 radial of said curve of radius 1950 feet bears South $71^{\circ} 09' 27''$ East;
20 thence southwesterly along said curve of radius 25 feet, through a central
21 angle of $92^{\circ} 17' 33''$ an arc distance of 40.27 feet to said point of
22 compound curvature; thence southerly along said concentric curve of radius
23 1900 feet, through a central angle of $07^{\circ} 42' 27''$ an arc distance of 255.59
24 feet to a point from which a radial of said curve bears South $81^{\circ} 09' 27''$
25 East; thence tangent to said curve South $08^{\circ} 50' 33''$ West 170.87 feet to
26 the beginning of a tangent curve, concave easterly and having a radius of
27 25 feet, said last mentioned curve being tangent at its southeasterly
28 terminus to a line parallel with and distant 80 feet northeasterly,
29 measured at right angles, from the southwesterly line of Lot 1 of Tract No.
30 11515, as per map recorded in Book 261, Pages 9 and 10 of Maps, in said
31 office of the County Recorder; thence southerly along said last mentioned
32 curve, through a central angle of $56^{\circ} 57' 18''$ an arc distance of 24.85 feet

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1 R-11-P2-F,B
2 R-11-P3-F,B FOR PARKING ACCESS (CONTINUED)
3 R-11-P4-F,B

4 to said parallel line.

5 The above described land being airspace parcels the lower and upper limits
6 of which are planes having elevations of:

<u>Parcel</u>	<u>Upper Elevation</u>	<u>Lower Elevation</u>
R-11-P2-F,B	278.7'	268.3'
R-11-P3-F,B	268.3'	259.2'
R-11-P4-F,B	259.2'	250.0'

7 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of
8 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

9 Containing 31,187 square feet

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

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28
29 

30 Robert L. Mollenhauer, PLS No. 2996



31 THIS DESCRIPTION
32 PREPARED BY WMS
CHECKED MZJ
TYPED GP
COMPALED MPJ

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Map 3 (B)

R-11SUB-P2-C,B
R-11SUB-P3-C,B FOR PARKING AND ACCESS
R-11SUB-P4-C,B

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 EXCEPT THEREFROM that portion of said land lying easterly of the following
27 described line (on a different basis of bearings than the above described
28 parcel of land):

29
30 Commencing at a point in the centerline of Macy Street, 80 feet wide,
31 distant thereon South $71^{\circ} 09' 27''$ East 40.00 feet from the intersection of
32 said centerline of Macy Street with the centerline of Vignes Street, 80 feet

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R-11SUB-P2-C,B
R-11SUB-P3-C,B FOR PARKING AND ACCESS (CONTINUED)
R-11SUB-P4-C,B

1
2 wide, as said centerlines are shown on City of Los Angeles City
3 Engineer's Field Book 50062, Pages 11, 12 and 13, on file in the office of
4 said City Engineer; thence along said centerline of Macy Street South 71°
5 $09' 27''$ East 260.70 feet to the northerly prolongation of the easterly line
6 of Lot 5 of Tract No. 10151, as per map recorded in Book 157, Pages 45 to
7 47 of Maps, in the office of the County Recorder of said County; thence
8 along said prolongation South $19^{\circ} 22' 48''$ West 50.00 feet to the
9 northeasterly corner of said Lot 5, being a point in a line parallel with
10 and distant 50 feet southerly, measured at right angles, from said
11 centerline of Macy Street; thence along said parallel line North $71^{\circ} 09'$
12 $27''$ West 129.73 feet to the beginning of a tangent curve concave
13 southeasterly and having a radius of 25 feet, the southwesterly terminus of
14 said curve being a point of compound curvature with a curve concave
15 easterly and having a radius of 1900 feet, said last mentioned curve being
16 concentric with and distant 50 feet easterly, measured radially, from a
17 curve having a radius of 1950 feet which passes through the point of
18 commencement of this description and from which point of commencement a
19 radial of said curve of radius 1950 feet bears South $71^{\circ} 09' 27''$ East;
20 thence southwesterly along said curve of radius 25 feet, through a central
21 angle of $92^{\circ} 17' 33''$ an arc distance of 40.27 feet to said point of
22 compound curvature; thence southerly along said concentric curve of radius
23 1900 feet, through a central angle of $07^{\circ} 42' 27''$ an arc distance of 255.59
24 feet to a point from which a radial of said curve bears South $81^{\circ} 09' 27''$
25 East; thence tangent to said curve South $08^{\circ} 50' 33''$ West 170.87 feet to
26 the beginning of a tangent curve, concave easterly and having a radius of
27 25 feet, said last mentioned curve being tangent at its southeasterly
28 terminus to a line parallel with and distant 80 feet northeasterly,
29 measured at right angles, from the southwesterly line of Lot 1 of Tract No.
30 11515, as per map recorded in Book 261, Pages 9 and 10 of Maps, in said
31 office of the County Recorder; thence southerly along said last mentioned
32 curve, through a central angle of $56^{\circ} 57' 18''$ an arc distance of 24.85 feet

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R-11SUB-P2-C,B
R-11SUB-P3-C,B FOR PARKING AND ACCESS (CONTINUED)
R-11SUB-P4-C,B

to said parallel line.

The above described land being airspace parcels the lower and upper limits of which are planes having elevations of:

<u>Parcel</u>	<u>Upper Elevation</u>	<u>Lower Elevation</u>
R-11SUB-P2-C,B	278.7'	268.3'
R-11SUB-P3-C,B	268.3'	259.2'
R-11SUB-P4-C,B	259.2'	250.0'

based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

Containing 21,591 square feet.

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



Robert L. Mollenhauer

Robert L. Mollenhauer, PLS No. 2996

THIS DESCRIPTION
PREPARED BY RLM
CHECKED MZJ
TYPED RL
COMPAKED JHQ

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R-07-P2-C, B

R-07-P3-C, B FOR PARKING & ACCESS

R-07-P4-C, B

Map 3 ©

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; those portions
5 of Lots 4 and 5 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; and those portions of City Lands, in said City, County and State,
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous
9 Records, described as a whole as follows:

10
11 Commencing at the intersection of the easterly prolongation of the
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
14 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
15 northerly terminus of that certain course having a bearing and distance of
16 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
18 Book 14076, Page 324 of Official Records, in said office of the County
19 Recorder; thence along a westerly and southerly lines of said Parcel 3
20 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
21 thence along a line parallel with the centerline of Alameda Street, 96 feet
22 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
23 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South 10°
24 $01' 01''$ West 45.00 feet; thence South $79^{\circ} 58' 59''$ East 150.00 feet;
25 thence North $10^{\circ} 01' 01''$ East 13.75 feet to the TRUE POINT OF BEGINNING;
26 thence South $79^{\circ} 58' 59''$ East 109.89 feet to a point in the westerly line
27 of the land as described in Parcel 1 of the deed to the City of Los Angeles
28 recorded December 28, 1945, in Book 22651, Page 63 of Official Records, in
29 said office of the County Recorder, being a curve concave westerly and
30 having a radius of 1000.00 feet, a radial of said curve to said point
31 having a bearing of South $65^{\circ} 11' 07''$ East; thence southerly along said
32 curve, through a central angle of $04^{\circ} 46' 57''$ an arc distance of 83.47 feet

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1 R-07-P2-C, B
 2 R-07-P3-C, B FOR PARKING & ACCESS (CONTINUED)
 3 R-07-P4-C, B
 4 to an intersection with a line parallel with and distant 90 feet westerly,
 5 measured at right angles, from that certain course in the easterly line of said
 6 Parcel 1 of the last mentioned deed to the City of Los Angeles described as
 7 having a bearing and distance of "south 21° 36' 27" West 259.84 feet" in said
 8 deed; thence along said parallel line South 21° 29' 15" West 28.23 feet to the
 9 beginning of a tangent curve concave easterly and having a radius of 400.00
 10 feet, said curve being tangent at its southerly terminus to the northerly
 11 prolongtion of that certain course having a bearing and distance of "North 05°
 12 09' 26" West 83.12 feet" in the easterly line of the land as described in
 13 Parcel 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as
 14 Instrument No. 5697, in Book D2591, Page 55 of said Official Records; thence
 15 southerly along said last mentioned curve through a central angle of 26° 38'
 16 24" an arc distance of 185.98 feet to said northerly prolongation; thence
 17 along said prolongation South 05° 09' 09" East 67.08 feet to a line bearing
 18 South 79° 58' 59" East from a point in the southerly prolongation of that
 19 certain course described above as having a bearing and distance of "North 10°
 20 01' 01" East 13.75 feet", said last mentioned point being distant 356.33 feet
 21 southerly along said southerly prolongation from the TRUE POINT OF
 22 BEGINNING; thence North 79° 58' 59" West 103.12 feet to said southerly
 23 prolongation; thence along said southerly prolongation North 10° 01' 01"
 24 East 356.33 feet to said TRUE POINT OF BEGINNING.

25 The above described land being airspace parcels the lower and upper limits of
 26 which are planes having elevations of:

26	<u>PARCEL</u>	<u>UPPER ELEVATION</u>	<u>LOWER ELEVATION</u> (to exterior limits of each horizontal parcel)
27	R-07-P2-C, B	278.7'	268.3'
28	R-07-P3-C, B	268.3'	259.2'
29	R-07-P4-C, B	259.2'	250.0'

30 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of
 31 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.
 32

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1 R-07-P2-C, B
2 R-07-P3-C, B FOR PARKING & ACCESS (CONTINUED)
3 R-07-P4-C, B
4 Containing 30,103 square feet (to exterior limits of each horizontal parcel).
5
6

7 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT
8 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
9 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.
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14 Robert L. Mollenhauer, PLS No. 2996
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31 THIS DESCRIPTION
32 PREPARED BY MLM
CHECKED MLM
TYPED MLM
COMPARED MLM

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Map 3 ①

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R-09-P2-C, B

R-09-P3-C, B FOR PARKING & ACCESS

R-09-P4-C, B

1 PARCEL 1

2
3 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in
4 the County of Los Angeles, State of California, as per map recorded in Book
5 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder
6 of said County; those portions of Blocks "C" and "D" of the Subdivision of
7 the Aliso Tract, in said City, County and State, as per map recorded in
8 Book 4, Pages 12 and 13 of said Miscellaneous Records; those portions of
9 the Subdivision of the Ballesteros Vineyard Tract, in said City, County and
10 State, as per map recorded in Book 1, Pages 505 and 506 of said
11 Miscellaneous Records; and those portions of City Lands, in said City,
12 County and State, as per map recorded in Book 2, Pages 504 and 505 of said
13 Miscellaneous Records, described as a whole as follows:

14
15 Commencing at the intersection of the easterly prolongation of the
16 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
17 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
18 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
19 northerly terminus of that certain course having a bearing and distance of
20 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
21 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
22 Book 14076, Page 324 of Official Records, in said office of the County
23 Recorder; thence along a westerly and southerly lines of said Parcel 3
24 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
25 thence along a line parallel with the centerline of Alameda Street, 96 feet
26 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
27 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South 10°
28 $01' 01''$ West 45.00 feet; thence South $79^{\circ} 58' 59''$ East 150.00 feet;
29 thence South $10^{\circ} 01' 01''$ West 342.58 feet to the TRUE POINT OF BEGINNING;
30 thence South $79^{\circ} 58' 59''$ East 103.12 feet to the northerly prolongation of
31 that certain course having a bearing and distance of "North $05^{\circ} 09' 26''$
32 West 83.12 feet" in the easterly line of the land as described in Parcel

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1 R-09-P2-C, B
 2 R-09-P3-C, B FOR PARKING & ACCESS-PARCEL 1 (CONTINUED)
 3 R-09-P4-C, B

4 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as Instrument
 5 No. 5697, in Book D2591, Page 55 of said Official Records; thence along
 6 said prolongation South 05° 09' 09" East 120.21 feet to the southerly
 7 terminus of said certain course; thence continuing along the easterly line
 8 of said Parcel 1 of the deed to Maier Brewing Co., South 04° 59' 28" East
 9 209.00 feet to the northeasterly corner of the land as described in Parcel
 10 71780 (Amended) in the Final Order of Condemnation entered in Los Angeles
 11 County Superior Court Case No. C447627, a certified copy of which was
 12 recorded March 29, 1988, as Instrument No. 88-422827 of said Official
 13 Records; thence westerly along the northerly line of said Parcel 71780
 14 (Amended) being a curve concave southerly and having a radius of 4340.00
 15 feet, from a radial bearing North 08° 55' 59" East to said northeasterly
 16 corner, through a central angle of 00° 15' 33" an arc distance of 19.62
 17 feet thence North 40° 03' 20" West 127.13 feet; thence North 46° 12' 12"
 18 East 29.75 feet; thence North 43° 47' 49" West 20.25 feet; thence South
 19 46° 12' 12" West 3.00 feet; thence North 43° 47' 49" West 88.02 feet to a
 20 line bearing South 10° 01' 01" West from the TRUE POINT OF BEGINNING;
 21 thence North 10° 01' 01" East 151.20 feet to said TRUE POINT OF BEGINNING.

22 The above described land being airspace parcels the lower and upper limits of
 23 which are planes having elevations of:

<u>PARCEL</u>	<u>UPPER ELEVATION</u>	<u>LOWER ELEVATION</u>
R-09-P2-C, B	278.7'	268.3'
R-09-P3-C, B	268.3'	259.2'
R-09-P4-C, B	259.2'	250.0'

28 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of
 29 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

30
 31 Containing 32,105 square feet (to exterior limits of each horizontal parcel).
 32

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1 R-09-P2-C, B
2 R-09-P3-C, B FOR PARKING & ACCESS-PARCEL 2 (CONTINUED)
3 R-09-P4-C, B

4
5 PARCEL 2

6 That portion of Block "D" of the Subdivision of Aliso Tract, in the City of Los
7 Angeles, in the County of Los Angeles, State of California, as per map recorded
8 in Book 4, Pages 12 and 13 of Miscellaneous Records, in the office of the
9 County Recorder of said County; and those portions of City Lands, in said
10 City, County and State, as per map recorded in Book 2, Pages 504 and 505 of
11 said Miscellaneous Records, described as a whole as follows:

12 Commencing at the intersection of the easterly prolongation of the southerly
13 line of Lot "A" of Tract No. 10151, in said City, County and State, as per map
14 recorded in Book 157, Pages 45 to 47 inclusive of Maps, in said Recorder's
15 Office, with the centerline of Avila Street, 60 feet wide, as shown on the map
16 of said Tract No. 10151; thence along said prolongation South $71^{\circ} 09' 27''$ East
17 39.24 feet to the northerly terminus of that certain course having a bearing
18 and distance of "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in
19 Parcel 3 of the Highway Easement to the City of Los Angeles, recorded May 13,
20 1936, in 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;
23 thence along a line parallel with the centerline of Alameda Street, 96 feet
24 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
25 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South 10°
26 $01' 01''$ West 45.00 feet to a Point "A" for purposes of this description; thence
27 South $79^{\circ} 58' 59''$ East 150.00 feet; thence North $10^{\circ} 01' 01''$ East 13.75 feet;
28 thence South $79^{\circ} 58' 59''$ East 109.89 feet to a point in the westerly line of
29 the land as described in Parcel 1 of the deed to the City of Los Angeles
30 recorded December 28, 1945, in Book 22651, Page 63 of Official Records, in said
31 office of the County Recorder, being a curve concave westerly and
32

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1 R-09-P2-C, B
2 R-09-P3-C, B FOR PARKING & ACCESS-PARCEL 2 (CONTINUED)
3 R-09-P4-C, B
4 having a radius of 1000.00 feet, a radial of said curve to said point
5 having a bearing of South 65° 11' 07" East; thence southerly along said
6 curve, through a central angle of 04° 46' 57" an arc distance of 83.47 feet
7 to an intersection with a line parallel with and distant 90 feet westerly,
8 measured at right angles, from that certain course in the easterly line of said
9 Parcel 1 of the last mentioned deed to the City of Los Angeles described as
10 having a bearing and distance of "South 21° 36' 27" West 259.84 feet" in said
11 deed; thence along said parallel line South 21° 29' 15" West 28.23 feet to the
12 beginning of a tangent curve concave easterly and having a radius of 400.00
13 feet, said curve being tangent at its southerly terminus to the northerly
14 prolongation of that certain course having a bearing and distance of "North 05°
15 09' 26" West 83.12 feet", in the easterly line of the land as described in
16 Parcel 1 of the deed to Maier Brewing Co., recorded August 14, 1964, as
17 Instrument No. 5697, in Book D2591, Page 55 of said Official Records; thence
18 southerly along said last mentioned curve, through a central angle of 26° 38'
19 24" an arc distance of 185.98 feet to said northerly prolongation; thence
20 along said prolongation South 05° 09' 09" East 187.29 feet to the southerly
21 terminus of said certain course; thence continuing along the easterly line of
22 said Parcel 1 of the deed to Maier Brewing Co., South 04° 59' 28" East 209.00
23 feet to the northeasterly corner of the land as described in Parcel 71780
24 (Amended) in the Final Order of Condemnation entered in Los Angeles County
25 Superior Court Case No. C447627, a certified copy of which was recorded March
26 29, 1988, as Instrument No. 88-422827 of said Official Records; thence westerly
27 along the northerly line of said Parcel 71780 (Amended) and its westerly
28 prolongation, being a curve concave southerly and having a radius of 4340.00
29 feet, from a radial bearing North 08° 55' 59" East to said northeasterly
30 corner, through a central angle of 01° 27' 56" an arc distance of 111.00 feet
31 to the TRUE POINT OF BEGINNING; thence continuing westerly along said westerly
32 prolongation, through a central angle of 03° 00' 53" an arc distance of 228.36

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1 R-09-P2-C, B
 2 R-09-P3-C, B FOR PARKING & ACCESS-PARCEL 2 (CONTINUED)
 3 R-09-P4-C, B
 4 feet to a line bearing South 10° 01' 01" West from said hereinbefore described
 5 Point "A"; thence along said last mentioned line North 10° 01' 01" East 63.32
 6 feet to a point distant 616.83 feet southerly along said last mentioned line
 7 from said Point "A"; thence South 79° 58' 59" East 141.41 feet to the beginning
 8 of a non-tangent curve, concave southwesterly and having a radius of 1982.50
 9 feet, a radial of said curve to said beginning having a bearing of
 10 North 55° 39' 32" East; thence southeasterly along said curve, through a
 11 central angle of 00° 26' 15" an arc distance of 15.14 feet; thence South 56°
 12 22' 15" West 2.23 feet; thence South 33° 37' 45" East 20.25 feet; thence North
 13 56° 22' 15" East 25.46 feet; thence South 40° 03' 20" East 58.71 feet to the
 14 TRUE POINT OF BEGINNING.

15 The above described land being airspace parcels the lower and upper limits of
 16 which are planes having elevations of:

17	PARCEL	UPPER ELEVATION	LOWER ELEVATION
18	R-09-P2-C, B	278.7'	268.3'
19	R-09-P3-C, B	268.3'	259.2'
20	R-09-P4-C, B	259.2'	250.0'

21 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of
 22 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

23
 24 Containing 10,427 square feet (to exterior limits of each horizontal parcel).

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

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31 Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION
 PREPARED BY WAKS
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Phone (213) 624-2661 Fax (213) 614-1863

Map 3 (E)

Revised June 15, 1992

R-03-P2-C, B, F

R-03-P3-C, B, F FOR PARKING & ACCESS

R-03-P4-C, B, F

1 That portion of Lot 4 of Tract No. 10151, in the City of Los Angeles, in
2 the County of Los Angeles, State of California, as per map recorded in Book
3 157, Pages 45 to 47 inclusive of Maps, in the office of the County Recorder
4 of said County; those portions of Block "D" of the Subdivision of the
5 Aliso Tract, in said City, County and State, as per map recorded in Book 4,
6 Pages 12 and 13 of Miscellaneous Records in said office of the County
7 Recorder; and those portions of City Lands, in said City, County and State,
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous
9 Records, described as a whole as follows:

10
11 Commencing at the intersection of the easterly prolongation of the
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
14 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
15 northerly terminus of that certain course having a bearing and distance of
16 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
18 Book 14076, Page 324 of Official Records, in said office of the County
19 Recorder; thence along a westerly and southerly lines of said Parcel 3
20 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
21 thence along a line parallel with the centerline of Alameda Street, 96 feet
22 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
23 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South $10^{\circ} 01'$
24 $01''$ West 137.50 feet; thence North $79^{\circ} 58' 69''$ West 19.25 feet to the
25 beginning of a tangent curve concave southeasterly and having a radius of
26 80.00 feet; thence southwesterly along said curve through a central angle
27 of $47^{\circ} 25' 50''$ an arc distance of 66.23 feet to a line parallel with and
28 distant 58.92 feet westerly, measured at right angles, from the southerly
29 prolongation of that certain course described above as having a bearing and
30 distance of "South $10^{\circ} 01' 01''$ West 137.50 feet"; thence along said
31 parallel line South $10^{\circ} 01' 01''$ West 108.24 feet to the beginning of a
32 non-tangent curve concave northeasterly and having a radius of 80.00 feet,

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Revised June 15, 1992

R-03-P2-C, B, F

R-03-P3-C, B, F FOR PARKING & ACCESS (CONTINUED)

R-03-P4-C, B, F

said curve being tangent at its easterly terminus to a line parallel with
and distant 160.00 feet southerly, measured along said last mentioned
southerly prolongation, from that certain course described above as having
a bearing and distance of "North 79° 58' 59" West 19.25 feet", said
easterly terminus being distant 19.25 feet westerly along said parallel
line from the intersection of said parallel line with said southerly
prolongation; thence southeasterly along said last mentioned curve, through
a central angle of 47° 25' 50" an arc distance of 66.23 feet to said
easterly terminus; thence tangent to said curve along said last mentioned
parallel line South 79° 58' 59" East 19.25 feet to said southerly
prolongation; thence continuing along said southerly prolongation South 10°
01' 01" West 364.33 feet to the TRUE POINT OF BEGINNING; thence continuing
South 10° 01' 01" West 59.25 feet; thence North 79° 58' 59" West 64.58
feet; thence North 10° 01' 01" East 161.83 feet; thence South 79° 58' 59"
East 27.17 feet; thence North 10° 01' 01" East 24.67 feet; thence South 79°
58' 59" East 23.65 feet; thence South 39° 03' 42" East 18.22 feet to said
southerly prolongation; thence along said southerly prolongation South 10° 01'
01" West 115.32 feet to the TRUE POINT OF BEGINNING.

The above described land being airspace parcels the lower and upper
limits of which are planes having elevations of:

<u>PARCEL</u>	<u>UPPER ELEVATION</u>	<u>LOWER ELEVATION</u>
R-03-P2-C, B, F	278.7'	268.3'
R-03-P3-C, B, F	268.3'	259.2'
R-03-P4-C, B, F	259.2'	250.0'

based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of
278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

Containing 11,293 square feet (to exterior limits of each horizontal parcel).

NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT

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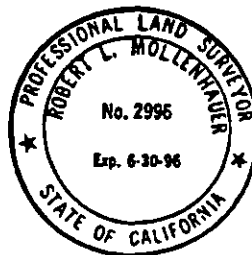
Revised June 15, 1992

1 R-03-P2-C, B, F
2 R-03-P3-C, B, F FOR PARKING & ACCESS (CONTINUED)
3 R-03-P4-C, B, F

4 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF
5 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

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8 Robert L. Mollenhauer, PLS No. 2996



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THIS DESCRIPTION
PREPARED BY JML
CHECKED MTJ
TYPED SP
COMPARED MTJ

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Map 3 (F)

Revised June 15, 1992

R-02-P2-C, B

R-02-P3-C, B FOR PARKING & ACCESS

R-02-P4-C, B

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

5
6 Commencing at the intersection of the easterly prolongation of the
7 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
8 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
9 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
10 northerly terminus of that certain course having a bearing and distance of
11 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
12 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
13 Book 14076, Page 324 of Official Records, in said office of the County
14 Recorder; thence along a westerly and southerly lines of said Parcel 3
15 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet;
16 thence along a line parallel with the centerline of Alameda Street, 96 feet
17 wide, as shown on the map of said Tract No. 10151, South $10^{\circ} 01' 01''$ West
18 240.67 feet; thence South $79^{\circ} 58' 59''$ East 45.00 feet; thence South $10^{\circ} 01'$
19 $01''$ West 137.50 feet; thence North $79^{\circ} 58' 59''$ West 19.25 feet to the
20 beginning of a tangent curve concave southeasterly and having a radius of
21 80.00 feet; thence southwesterly along said curve through a central angle
22 of $47^{\circ} 25' 50''$ an arc distance of 66.23 feet to a line parallel with and
23 distant 58.92 feet westerly, measured at right angles, from the southerly
24 prolongation of that certain course described above as having a bearing and
25 distance of "South $10^{\circ} 01' 01''$ West 137.50 feet"; thence along said
26 parallel line South $10^{\circ} 01' 01''$ West 108.24 feet to the beginning of a
27 non-tangent curve concave northeasterly and having a radius of 80.00 feet,
28 said curve being tangent at its easterly terminus to a line parallel with
29 and distant 160.00 feet southerly, measured along said last mentioned
30 southerly prolongation, from that certain course described above as having
31 a bearing and distance of "North $79^{\circ} 58' 59''$ West 19.25 feet", said
32 easterly terminus being distant 19.25 feet westerly along said parallel

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Revised June 15, 1992

1 R-02-P2-C, B
 2 R-02-P3-C, B FOR PARKING & ACCESS (CONTINUED)
 3 R-02-P4-C, B
 4 line from the intersection of said parallel line with said southerly
 5 prolongation; thence southeasterly along said last mentioned curve, through
 6 a central angle of $47^{\circ} 25' 50''$ an arc distance of 66.23 feet to said
 7 easterly terminus and the TRUE POINT OF BEGINNING; thence tangent to said
 8 curve along said last mentioned parallel line South $79^{\circ} 58' 59''$ East 19.25
 9 feet to said southerly prolongation; thence continuing along said southerly
 10 prolongation South $10^{\circ} 01' 01''$ West 126.13 feet; thence North $40^{\circ} 56' 04''$
 11 West 24.79 feet to a line bearing South $10^{\circ} 01' 01''$ West from the TRUE
 12 POINT OF BEGINNING; thence along said last mentioned line North $10^{\circ} 01' 01''$
 13 East 39.76 feet; thence North $79^{\circ} 58' 59''$ West 11.04 feet; thence North 10°
 14 $01' 01''$ East 44.25 feet; thence South $79^{\circ} 58' 59''$ East 11.04 feet; thence
 15 North $10^{\circ} 01' 01''$ East 26.50 feet to said TRUE POINT OF BEGINNING.

16 The above described land being airspace parcels the lower and upper limits of
 17 which are planes having elevations of:

17	<u>PARCEL</u>	<u>UPPER ELEVATION</u>	<u>LOWER ELEVATION</u>
18	R-02-P2-C, B	278.7'	268.3'
19	R-02-P3-C, B	268.3'	259.2'
20	R-02-P4-C, B	259.2'	250.0'

21 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of
 22 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

23
 24 Containing 2,766 square feet (to exterior limits of each horizontal
 25 parcel).

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.

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32 Robert L. Mollenhauer, PLS No. 2996

THIS DESCRIPTION
 PREPARED BY RLM
 CHECKED ML
 TYPED ML
 COMPARED ML

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Map 3 (G)

Revised June 15, 1992

R-01-P2-C, B

R-01-P3-C, B FOR PARKING & ACCESS

R-01-P4-C, B

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; 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; and those portions of City Lands, in said City, County and State,
8 as per map recorded in Book 2, Pages 504 and 505 of said Miscellaneous
9 Records, described as a whole as follows:

10
11 Commencing at the intersection of the easterly prolongation of the
12 southerly line of Lot "A" of said Tract No. 10151 with the centerline of
13 Avila Street, 60 feet wide, as shown on the map of said Tract No. 10151;
14 thence along said prolongation South $71^{\circ} 09' 27''$ East 39.24 feet to the
15 northerly terminus of that certain course having a bearing and distance of
16 "South $18^{\circ} 56' 50''$ West 3.00 feet" in the land as described in Parcel 3 of
17 the Highway Easement to the City of Los Angeles, recorded May 13, 1936, in
18 Book 14076, Page 324 of Official Records, in said office of the County
19 Recorder; thence along a westerly and southerly lines of said Parcel 3
20 South $18^{\circ} 50' 33''$ West 3.00 feet and South $71^{\circ} 09' 27''$ East 10.86 feet to
21 the TRUE POINT OF BEGINNING; thence along a line parallel with the
22 centerline of Alameda Street, 96 feet wide, as shown on the map of said
23 Tract No. 10151, South $10^{\circ} 01' 01''$ West 240.67 feet; thence South $79^{\circ} 58'$
24 $59''$ East 45.00 feet; thence South $10^{\circ} 01' 01''$ West 137.50 feet; thence
25 North $79^{\circ} 58' 59''$ West 19.25 feet to the beginning of a tangent curve
26 concave southeasterly and having a radius of 80.00 feet; thence
27 southwesterly along said curve through a central angle of $47^{\circ} 25' 50''$ an
28 arc distance of 66.23 feet to a line parallel with and distant 58.92 feet
29 westerly, measured at right angles, from the southerly prolongation of that
30 certain course described above as having a bearing and distance of "South
31 $10^{\circ} 01' 01''$ West 137.50 feet"; thence along said parallel line North 10°
32 $01' 01''$ East 409.20 feet to a line bearing North $71^{\circ} 09' 27''$ West from the

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Revised June 15, 1992

1 R-01-P2-C, B
2 R-01-P3-C, B FOR PARKING & ACCESS (CONTINUED)
3 R-01-P4-C, B
4 TRUE POINT OF BEGINNING; thence South 71° 09' 27" East 33.56 feet to said
5 TRUE POINT OF BEGINNING.

6 The above described land being airspace parcels the lower and upper limits of
7 which are planes having elevations of:

PARCEL	UPPER ELEVATION	LOWER ELEVATION (to exterior limits of each horizontal parcel)
R-01-P2-C, B	278.7'	268.3'
R-01-P3-C, B	268.3'	259.2'
R-01-P4-C, B	259.2'	250.0'

11 based on City of Los Angeles Bench Mark No. 12-04270 having an elevation of
12 278.352 feet, 1980 Adjustment, based on National Geodetic Datum of 1929.

14 Containing 19,051 square feet.

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

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28 Robert L. Mollenhauer, FLS No. 2996



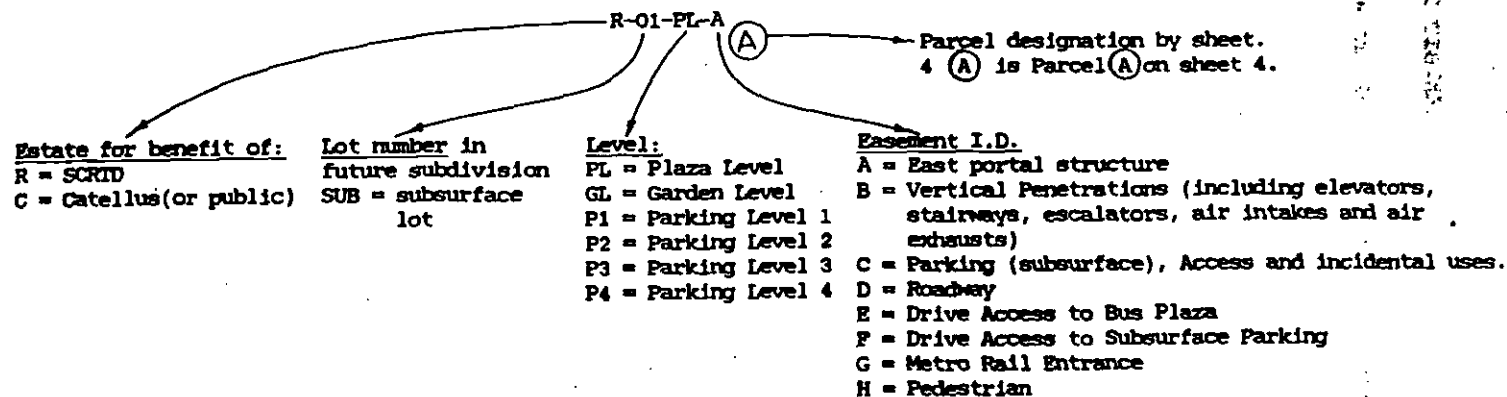
THIS DESCRIPTION
 PREPARED BY WMS
 CHECKED MS
 DATED 9/8
 COMPARED MS

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

RTD & PUBLIC TRANSIT USE EASEMENTS



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

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EXHIBIT E-7

SHEET (11)