

AGREEMENT

BY AND BETWEEN

HOME SAVINGS OF AMERICA

AND

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

Dated: November 27, 1985

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AGREEMENT
BY AND BETWEEN
HOME SAVINGS OF AMERICA
AND
SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

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AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of this 27th day of November, 1985 by and between HOME SAVINGS OF AMERICA ("HSA"), a California corporation, and the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT ("RTD"), a public corporation of the State of California.

RECITALS AND CERTAIN DEFINITIONS

A. HSA is the owner of that certain improved real property located in the City of Los Angeles, State of California which is more particularly described on Exhibit "1" (the "Burdened Property") which is attached hereto.

B. RTD intends to construct a rapid transit subway line through, among other locations, the downtown Los Angeles area. The so-called "Minimum Operable Segment" (sometimes referred to as "MOS-1") from Union Station to Alvarado Street, is hereinafter referred to as the "Metro Rail Project." A portion of the Metro Rail Project will be located beneath that portion of Seventh Street which is immediately adjacent to and south of the Burdened Property. More particularly, RTD will construct a

passenger loading and unloading station ("Station") adjacent to the Burdened Property. Further, in order to provide pedestrian ingress and egress to the Station, and ventilation, power, utilities and other services to the Station and the Metro Rail Project, the RTD plans to construct portions of the Metro Rail Project beneath and on the surface of the Burdened Property (the "Metro Rail Improvements").

C. In their negotiations and discussions which resulted in this Agreement, HSA and RTD have considered two alternative designs for the Metro Rail Improvements. These two designs are referred to as "Plan A" and "Plan B," respectively. A description of the RTD's final (i.e. 100%) design for Plan A is attached hereto as Exhibit "2" and a description of HSA's conceptual design of Plan B is attached hereto as Exhibit "3". However, the exact location of the Metro Rail Improvements shall be based upon the approved plans and specifications for the Metro Rail Improvements all of which shall be agreed to as is provided for hereinafter.

D. In the event RTD constructs Plan A, the RTD will require the use of the entire surface area and portions of the subsurface area of the Burdened Property for construction, staging, storage and access related to the Metro Rail Project, in general, and the Station, in particular.

E. In order to acquire the Burdened Property for the purposes described in Recital D, RTD has initiated an eminent domain action to acquire the Burdened Property by filing Los Angeles Superior Court Case No. C543029 on April 15, 1985 (the "Action").

F. In order to (a) obviate the necessity of the Action, and (b) provide the RTD with the Metro Rail Improvements in the location it requires, HSA will agree, as provided hereinafter, to construct the Metro Rail Improvements pursuant to Plan B.

G. In order to grant the rights necessary to accomplish the RTD's requirements described in Recital D and in order to provide a location for the Metro Rail Improvements, HSA shall grant to RTD an option to acquire the "Construction Easement" and shall grant to RTD, subject to certain conditions subsequent, the "Perpetual Easements" in the forms which are attached hereto as Exhibits "4" and "5". The Construction Easement and Perpetual Easements are sometimes collectively referred to as the "Easements". HSA's grant of the Easements shall be made under threat of condemnation.

NOW THEREFORE, in reliance upon the foregoing recitals and in consideration of the mutual covenants contained herein and

for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Preference for Plan B. HSA and RTD hereby acknowledge and agree that Plan A is acceptable as a design for the construction of the Metro Rail Improvements and that Plan A will be followed during said construction if Plan B is not used and followed in said construction as set forth below. The parties hereby acknowledge and agree that Plan B is preferable to Plan A for the collective benefit of the parties. The parties further agree that they will take all reasonable actions to enable Plan B to be approved and subsequently used as the design for said construction.

2. HSA's Preparation of Construction Documents; RTD's Approval of Construction Documents. Promptly following the execution of this Agreement, HSA shall prepare (or cause to be prepared) complete plans and specifications ("Construction Documents") for the Metro Rail Improvements in accordance with Plan B. For purposes of this Agreement, "Construction Documents" shall mean such plans and specifications as will enable HSA to obtain building permits for Plan B from all necessary governmental agencies and enable RTD to redesign the Station and other applicable elements of the Metro Rail Project. Said Construction

Documents will be prepared in conformance with existing RTD criteria and standards and, as provided hereinafter, shall be subject to the RTD's review and approval. During the course of its preparation of the Construction Documents, HSA shall submit to the RTD, not less often than monthly, then-current plans and specifications ("Submittals"). The RTD shall review the initial Submittal and shall approve it if it is (a) in conformance with existing RTD criteria and standards and (b) the logical evolution of Exhibit "3". Thereafter, the RTD shall review the current Submittals and shall approve them if they are the logical evolution of previously approved Submittals and continue to be in conformance with existing RTD criteria and standards. Further, any comment or disapproval by the RTD of any Submittal from HSA shall be in writing specifically identifying the deficiency of the Submittal and the manner in which it can be rectified. Any Submittal which is not disapproved or otherwise commented on within ten (10) working days by the RTD shall be conclusively deemed to have been approved. HSA shall submit its final Construction Documents to the RTD for final approval with all previously stated RTD requirements incorporated by not later than May 2, 1986. Concurrently therewith, HSA shall submit to RTD a construction schedule ("Schedule") for the Metro Rail Improvements showing their commencement and completion by the "Commencement Date" and the "Completion Date" (as those terms are defined below) respectively. Thereafter, HSA shall rectify any

identified deficiencies and complete the Construction Documents, including obtaining the RTD's final approval, on or before May 31, 1986. RTD's approval of HSA's Construction Documents shall not be unreasonably withheld or delayed.

3. Governmental Approvals. The parties understand that the Metro Rail Improvements are located on the Burdened Property and in the adjacent public rights of way. With respect to the construction of the Metro Rail Improvements, RTD shall, with HSA's cooperation, provide all public agencies affected by the construction of the Metro Rail improvements in public rights of way with all information pertaining to the Metro Rail Project required by such agencies, and shall join in all applications for governmental permits necessary to effect the construction of Plan B in accordance with the approved Construction Documents. RTD shall inform all such agencies that HSA will be constructing the Metro Rail Improvements on the RTD's behalf and, as such, with respect to the Metro Rail Improvements, does not need to obtain the permits and entitlements customarily obtained in connection with constructing private improvements in public rights of way. RTD's joining in such applications is considered by the parties to be sufficient to vest HSA with the authority to construct all or any portion of the Metro Rail Improvements in public rights of way without obtaining such permits and entitlements. If any applicable governmental authority takes the

position that such permits and entitlements are required, and takes any action (or fails to take any action) in order to delay construction of the Metro Rail Improvements based upon that position, HSA's obligation to perform hereunder shall be extended by a period of time equal to the period of such delay. If either party learns that any such applicable governmental authority has declined or delayed, or intends to decline or delay, the issuance of such a permit, that party shall promptly notify the other party of that fact.

4. Preparation and Approval of Perpetual Easement Areas. The areas of the Burdened Property which will be the subject of the Perpetual Easements (the "Easement Area") will be established in the following manner. The description of the Easement Area will be evidenced by plats with metes and bounds descriptions. If, notwithstanding the current intentions of the parties, the Metro Rail Improvements are constructed in accordance with Plan A, the description of the Easement Area, which has already been prepared by the RTD and is attached as Exhibit "A" to the Perpetual Easements, is hereby approved by HSA. In the event Plan B is effected, the description of the Easement Area will be prepared by HSA in accordance with the final Construction Documents to be submitted on or before May 2, 1986 to RTD, and RTD shall have the right to review and approve said description in conjunction with RTD's review and approval of said

final Construction Documents. Thereafter, prior to the recordation of the Perpetual Easements, Escrow Holder shall attach the correct legal description thereto.

5. HSA's Construction of Metro Rail Improvements.

Provided that HSA has timely completed and has obtained the RTD's approval of the Construction Documents, HSA shall, by not later than November 30, 1986 ("Commencement Date"), commence the excavation and construction activities necessary to construct, pursuant to the Construction Documents, the Metro Rail Improvements. Except as is otherwise provided in this Agreement, HSA shall "substantially complete" (as defined below) the Metro Rail Improvements by not later than November 30, 1987 ("Completion Date"). For the purpose of this Agreement, the Metro Rail Improvements shall be deemed to be "substantially complete" when HSA's project architect (Albert C. Martin Associates, A.I.A.) and RTD's construction consultant (P.D.C.D., a joint venture) certify same to HSA and RTD.

6. Costs of HSA's Construction; Transfer of Easements. If HSA constructs the Metro Rail Improvements pursuant to the Construction Documents approved by RTD, such construction activity shall be at HSA's sole cost and expense. Upon the substantial completion of the Metro Rail Improvements, HSA and RTD shall jointly notify "Escrow Holder" (as defined

below) in accordance with the "Escrow Instructions" (as defined below), of such completion and Escrow Holder shall cause the Perpetual Easements (with the approved description of the Easement Area under Plan B attached thereto) to be recorded in the Official Records of Los Angeles County and the Construction Easement to be returned to HSA for cancellation.

7. Payment of RTD's Redesign of Station. HSA shall pay, within fifteen (15) days following receipt of invoices (together with such substantiating documentation as HSA may reasonably require), on a time and materials basis, all reasonable costs of RTD's design review of HSA's Construction Documents and RTD's redesign of its present plans and specifications for the Station and related facilities to conform with the Construction Documents for Plan B. HSA shall so reimburse RTD for the first Three Hundred Fifty Thousand Dollars (\$350,000.00) of such costs. Thereafter HSA and RTD shall equally share such costs; provided, however, that in no event shall HSA's obligation to pay such costs exceed the additional sum of One Hundred Fifty Thousand Dollars (\$150,000.00). HSA's obligation to reimburse said expenses shall not in any event exceed the aggregate sum of Five Hundred Thousand Dollars (\$500,000.00).

8. Deposit of Easement Forms with Escrow Holder. Concurrently with the execution of this Agreement, HSA and the

period of time equal to the number of days following the Commencement Date on which the RTD obtains the approvals described in the Notice.

10. Grant of Option to RTD. HSA hereby grants to RTD an option ("RTD Option") to acquire the Construction Easement; provided, however, that RTD's right to exercise the RTD Option is conditioned upon (a) HSA's failure to complete and obtain RTD's approval of the Construction Documents by May 31, 1986 in accordance with Paragraph 2 of this Agreement, or (b) HSA's failure to commence construction of the Metro Rail Improvements by the Commencement Date of November 30, 1986. RTD's ability to exercise its Option is further conditioned upon its ability to submit the advance written notice ("Notice") to HSA as is provided for herein. The RTD Option may be exercised, if at all, by RTD submitting the Notice to HSA and the Escrow Holder sixty (60) days in advance of its effective date. The Notice shall be in the form which is attached hereto as Exhibit "7". HSA shall have sixty (60) days from the date of its receipt of the Notice to vacate the Burdened Property and, concurrently with such vacation, or in any event sixty (60) days following HSA's and Escrow Holder's receipt of the Notice, Escrow Holder shall cause the Construction Easement to be recorded in the official records of Los Angeles County in accordance with the Escrow Instructions. Exercise of the RTD Option shall be RTD's sole contractual remedy

if either of the two (2) events described in this paragraph occurs, and the provisions of Paragraph 11 shall not be applicable in such event. Upon HSA's timely completion, with RTD's approval, of the Construction Documents and HSA's timely commencement of construction of the Metro Rail Improvements, the RTD Option shall automatically terminate. Upon the substantial completion of the Metro Rail Improvements (by either HSA or RTD) the Perpetual Easement shall be recorded pursuant to the Escrow Instructions. If HSA fails to deliver possession of the real property described in the Easements nothing in this Agreement shall be construed as limiting the remedies available to RTD under the Action described in Recital E, except that RTD may condemn the Easements and shall not seek the fee interest in the Burdened Property.

11. Damages for Breach. In the event HSA breaches its obligation to substantially complete the Metro Rail Improvements by the Completion Date, HSA shall be liable to RTD, as direct and/or consequential damages, solely for all increased design and construction costs relating to the Metro Rail Project, if any, which are proximately caused by such breach. In no event shall HSA be liable for other alleged items of direct and/or consequential damages not referred to above, including, but not limited to, loss of ridership, loss of financing and interest expense. HSA shall exercise commercially reasonable efforts to

obtain a bond ("Bond") in the face amount of Four Million Dollars (\$4,000,000.00) naming RTD as the obligee, to provide surety for HSA's obligations under this paragraph. RTD shall resort first to such bond and shall proceed against HSA only secondarily. Further, in no event shall HSA's liability to RTD for its failure to substantially complete the Metro Rail Improvements by the Completion Date exceed the sum of One Million Dollars (\$1,000,000.00), in addition to providing the Bond.

12. Timely Exercise by RTD. In the event RTD timely exercises the RTD Option in accordance with the provisions of this Agreement, RTD shall, promptly upon obtaining possession of the Burdened Property and at its sole cost and expense, proceed with the construction of the Metro Rail Improvements (in accordance with Plan A if RTD so decides in its sole discretion) and shall complete same within the duration of the Construction Easement.

13. Stipulation; Absence of Necessity; Request for Dismissal. Concurrently with the execution of this Agreement, the parties shall execute the Stipulation between RTD and HSA which is attached hereto as Exhibit "8" and incorporated herein by this reference. Prior to the execution of this Agreement and the Stipulation, the RTD Board of Directors shall have adopted an

authorizing resolution regarding the execution of this Agreement, the Stipulation, and the adoption of an amended resolution of necessity changing the interest sought to be condemned to the Easements. The Stipulation shall be filed with the Court immediately following execution by the parties of this Agreement, and may not be filed before that event. RTD hereby acknowledges and agrees that there shall be no necessity for condemning, in connection with the Metro Rail Project or the Metro Rail Improvements, the fee interest in the Burdened Property at such time as: (i) the Perpetual Easement is recorded and HSA has effected the "substantial completion" as previously defined, of the Metro Rail Improvements pursuant to Plan B; or (ii) the Easements to RTD are recorded and RTD has physical possession of the Easement Areas pursuant to the Easements. Such acknowledgment and agreement shall be binding upon the RTD in connection with the Action or any subsequent action or proceeding with respect to the Burdened Property brought in connection with the Metro Rail Project and/or the Metro Rail Improvements. Accordingly, in connection with the Action, the parties shall execute and deliver to the Escrow Holder that certain Request for Dismissal ("Request for Dismissal") in the form which is attached hereto as Exhibit "9". At the time either alternative (i) or (ii) of this paragraph is effected, Escrow Holder shall deliver the Request for Dismissal to HSA for filing in connection with the Action.

14. Reasonable Approval. If RTD is required by this Agreement to approve any construction schedules, drawings, plans and specifications or other documents submitted to it by HSA, such approval shall not be unreasonably withheld or denied.

15. Miscellaneous.

(a) Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice at the following addresses as evidenced by the execution of the return receipt, or (ii) four (4) business days after the date of posting by the United States Post Office:

If to HSA:

Home Savings of America
c/o Ahmanson Commercial Development
Company
11111 Santa Monica Boulevard
Suite 1127
Los Angeles, California 90025
Attention: Mr. Kent D. Merselis,
President

With a copy to:

Home Savings of America
1001 Commerce Drive
Irwindale, California 91706
Attention: Mr. Michael Brent

With a copy to: Allen, Matkins, Leck, Gumble &
Mallory
515 South Figueroa Street
Suite 800
Los Angeles, California 90071
Attention: O'Malley M. Miller, Esq.

If to RTD: Southern California Rapid Transit
District
425 South Main Street
Los Angeles, California 90013
Attention: Director of Real Estate

With a copy to: Southern California Rapid Transit
District
425 South Main Street
Los Angeles, California 90013
Attention: General Counsel

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

(b) Attorneys' Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements on the part of the other party arising out of this Agreement, then in that event, the party in whose favor final judgment shall be entered shall be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorneys' fees.

(c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Without limiting the foregoing, RTD acknowledges that HSA may, without being

relieved of liability hereunder, assign its rights and obligations hereunder.

(d) Assignment of Warranties. All contractors', subcontractors', manufacturers' or suppliers' warranties and guarantees, express or implied, respecting any material or equipment used in or as part of the construction of the Metro Rail Improvements shall be deemed assigned to RTD effective upon the recordation of the Perpetual Easement and all such warranties and guarantees shall inure to the benefit of RTD without the necessity of separate transfer or assignment thereof.

(e) No Third Party Beneficiaries. The parties acknowledge and agree that there are no intended third party beneficiaries to this agreement and that no other party shall have the right to enforce the provisions hereof.

(f) Required Actions of HSA and RTD. HSA and RTD agree to execute all such instruments and documents and to take all actions reasonably necessary in order to effect the purposes of this Agreement herein contemplated.

(g) Force Majeure. The Commencement Date, the Completion Date and HSA's obligation to construct pursuant to the Schedule shall be extended, upon notice to RTD of such

delay or interruption, by the number of days of delays or interruptions resulting from any act or event beyond the reasonable control of HSA, including but not limited to war, fire, flood, abnormally inclement weather, earthquake, or other casualty, act of God, any other deity, or the public enemy, strike or labor dispute or the unavailability of materials or supplies; provided, however, that the aforesaid acts or events were not due to the fault or negligence of HSA or its Contractors or agents, and provided further that HSA, within a reasonable time following the commencement of such delays takes reasonable precautions to mitigate the effect of such act or event. HSA shall notify RTD in writing of the cause(s) of such delay within twenty (20) days following the date on which it learns of the delay, otherwise the period of delay which occurred prior to such twenty (20) day period shall be deemed waived. HSA shall require its Contractor to promptly notify HSA of any delay which the Contractor encounters. Within forty-five (45) days after the end of the delay, HSA shall furnish RTD with detailed information concerning the causes and circumstances of the delay, the number of days actually delayed and the measures taken to prevent or minimize the delay. Failure to submit all such information shall be sufficient cause for not extending the Completion Date. Further, the failure of RTD to obtain the funding for the Metro Rail Project by the Commencement Date

(which funding is more particularly described in the Notice) shall extend the Completion Date by a number of days equal to the number of days following the Commencement Date on which the RTD actually obtains such funding.

(h) Enforcement of Agreement. Except as provided in Paragraph 11 of this Agreement, in the event either party hereto defaults in the performance of the terms of this Agreement, the non-defaulting party shall have the right to pursue any remedy available at law (including reimbursement for direct and consequential damages) or equity, including the specific performance of this Agreement.

(i) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(j) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a

waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained.

(k) Entire Agreement. This Agreement (including all Exhibits attached hereto which are incorporated herein by this reference) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

(l) Time of Essence. The parties hereto hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

(m) Counterparts. This Agreement may be executed in one or more versions, each of which shall be an original, and all of which together shall constitute a single instrument.

(n) California Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of California.

(o) No Recording of Agreements. Neither party shall have the right to record or file this Agreement or any other document evidencing the terms hereof with any governmental agency or authority, with the exception of the Easements and the necessary pleadings in the Action.

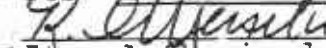
(p) Authority of Parties. The parties represent and warrant that each has the legal power, right, and authority to enter into this Agreement and the instruments

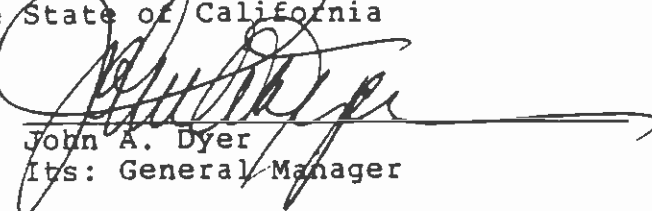
referenced herein, and to consummate the transaction contemplated hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement.


HOME SAVINGS OF AMERICA,
a California corporation

BY: 
Its: Executive Vice President

BY: 
Its: Authorized Representative
SOUTHERN CALIFORNIA RAPID TRANSIT
DISTRICT, a public corporation of
the State of California

BY: 
John A. Dyer
Its: General Manager

APPROVED AS TO FORM AND
SUBSTANCE


Legal Counsel for RTD

DESCRIPTION OF BURDENED PROPERTY

Lot "A" of Tract No. 1286, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 18 page 61 of maps, in the office of the County Recorder of said County.

EXHIBIT "1"

0047X(4)

DESCRIPTION OF PLAN A

METRO RAIL SEVENTH / FLOWER STATION
PORTAL AT SEVENTH AND FIGUEROA STREETS

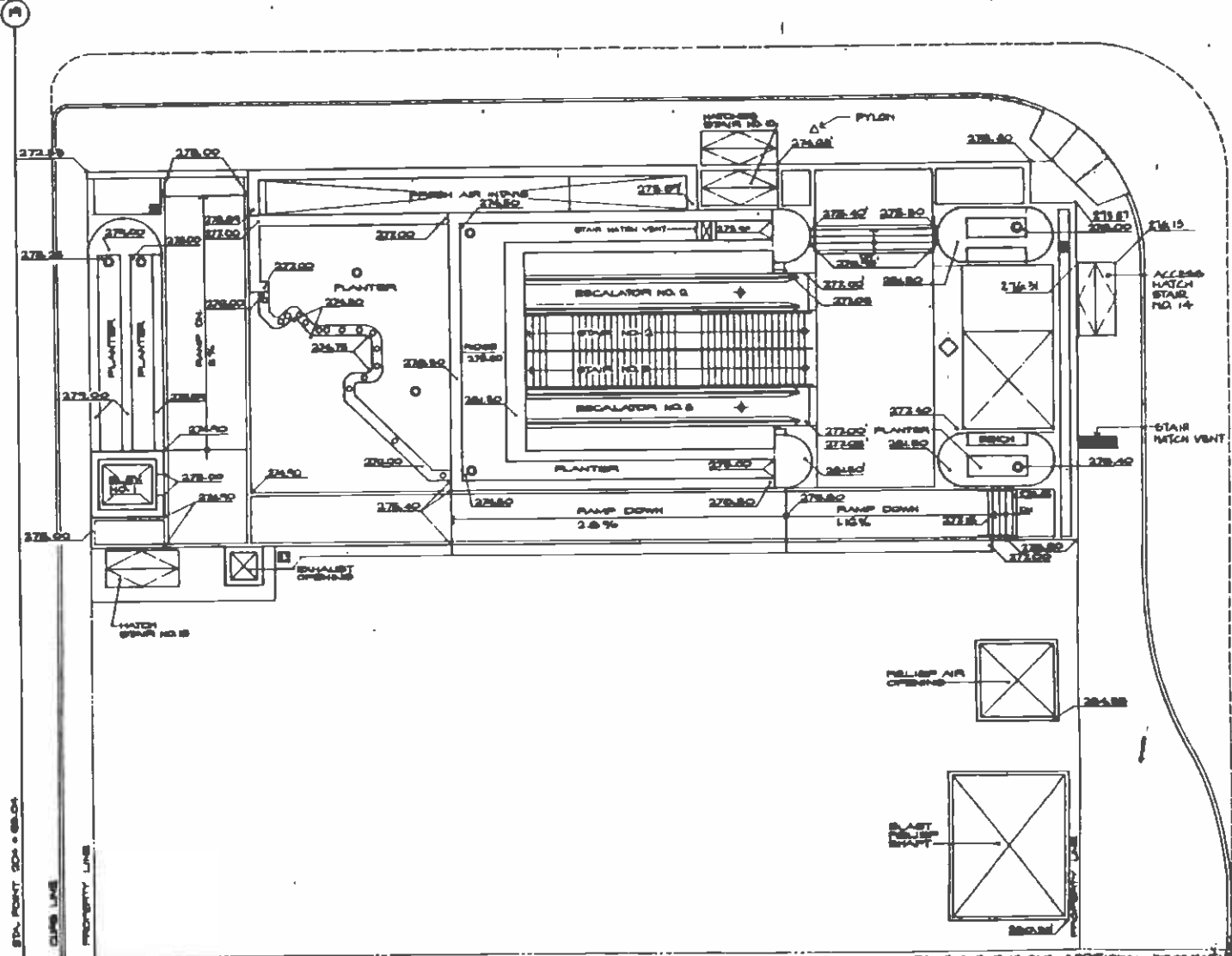
The Metro Rail Improvements are located within and immediately adjacent to the Burdened Property. The set of reduced drawings attached illustrate the completed final design for the Metro Rail Improvements pursuant to Plan A.

The ground level will include: pedestrian circulation amenities; entrance stairs and escalators leading down to the Station; a fresh air intake grill of approximately 330 s.f. south of the entrance; Station emergency exit stair hatches located in the Seventh Street and Figueroa Street sidewalks, and off of Lebanon Street; a handicapped access elevator located off Lebanon Street with direct access to both Seventh and Figueroa Streets; a 17 foot by 22 foot blast relief shaft and separate 11 foot by 11 foot relief air shaft located on the northwest corner of the site immediately off the Figueroa Street sidewalk; a 13 foot by 15 foot equipment access hatch located west of the entrance adjacent to the Figueroa Street sidewalk; and miscellaneous small shafts located on the east, west and south sides of the Burdened Property.

EXHIBIT "2"
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The mezzanine level is located approximately 36 feet below ground level. The Station's entrance stairs, escalators and elevator connect with the mezzanine level. There is no concourse level. Also located within the mezzanine level are: an incoming electric service room approximately 40 feet by 47 feet in size, located under and west of the Station entrance stairs and escalators, the blast relief shaft plenum, and the various shafts for the surface penetrations described above.

The platform level is located approximately 17 feet below the mezzanine level. Within the platform level are: the traction power substation (approximately 55 feet by 100 feet), a chiller room (approximately 28 feet by 60 feet), a fan room (approximately 22 feet by 34 feet), and a mechanical room (approximately 15 feet by 39 feet), various required shafts therefor all located under, south and west of the Station entrance stairs and escalators.



FINAL REVIEW

NOTE: FOR DIMENSIONS ADDITIONAL INFORMATION AND DETAILS REFER TO THE DRAWING SHEETS.

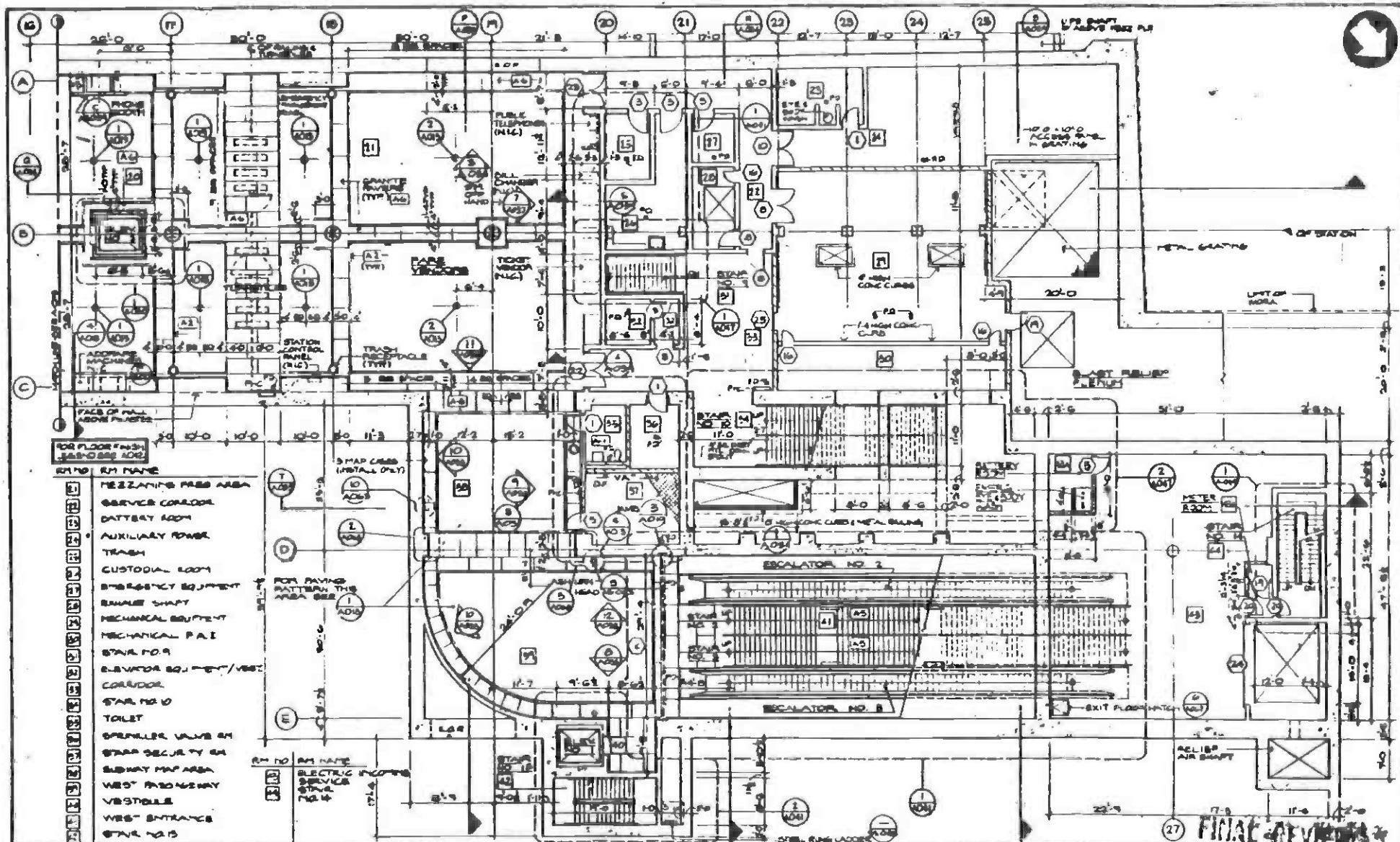
NO.	DATE	BY	CHK	APP	DESCRIPTION

EXHIBIT "2" Page 3 of 7					

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT METRO RAIL PROJECT		
Concept Planning/Security	PROJECT/ISSUE AREA GENERAL CONTRACTOR	DATE: 1 MAR '05

L.A. CBD TO N. HOLLYWOOD 7TH./FLOWER STATION GRADE LEVEL PLAN AT WEST ENTRY PLAZA	
---	--

SHEET NO. A-157	SCALE A-1/8" = 1'-0"
DATE 1 MAR '05	SHEET NO. 15



- FOR FLOOR FINISH SEE SHEET A010
- RM NO. RM NAME
- MEZZANINE PASS AREA
 - SERVICE CORRIDOR
 - BATTERY ROOM
 - AUXILIARY POWER
 - TRASH
 - CUSTODIAL ROOM
 - EMERGENCY EQUIPMENT
 - BRAILLE SHAWT
 - MECHANICAL EQUIPMENT
 - MECHANICAL P.A.I.
 - STAIR NO. 9
 - ELEVATOR EQUIPMENT/VESTIBULE
 - STAIR NO. 10
 - TOILET
 - SPRINKLER VALVE RM
 - STAIR SECURITY RM
 - SUBWAY MAP AREA
 - WEST PROGRESSWAY
 - VESTIBULE
 - WEST ENTRANCE
 - STAIR NO. 15
- FOR PAVING PATTERNS SEE SHEET A010
- RM NO. RM NAME
- ELECTRICAL ROOM
 - STAIR NO. 16

NO.	DATE	BY	CHKD.	APP.

EXHIBIT "2"
Page 4 of 7

ALL DIMENSIONS OF THIS PROJECT AND ALL DISTANCES TO CURB INDICATED ON THIS PLAN ARE TO THE FACE OF THE CURB UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO THE FACE OF THE CURB UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO THE FACE OF THE CURB UNLESS OTHERWISE SPECIFIED.	DESIGNED BY CHECKED BY DATE SCALE	DRAWN BY DATE SCALE
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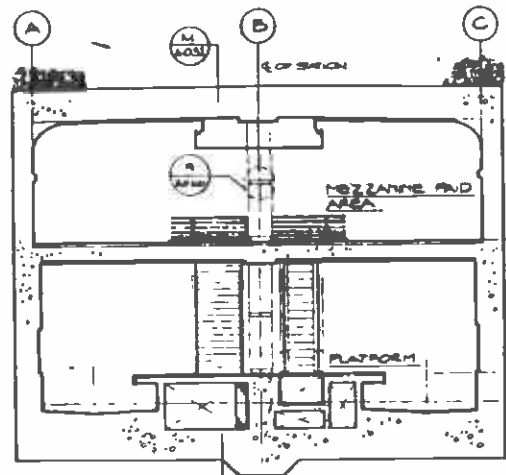
SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT
METRO RAIL PROJECT

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT
METRO RAIL PROJECT

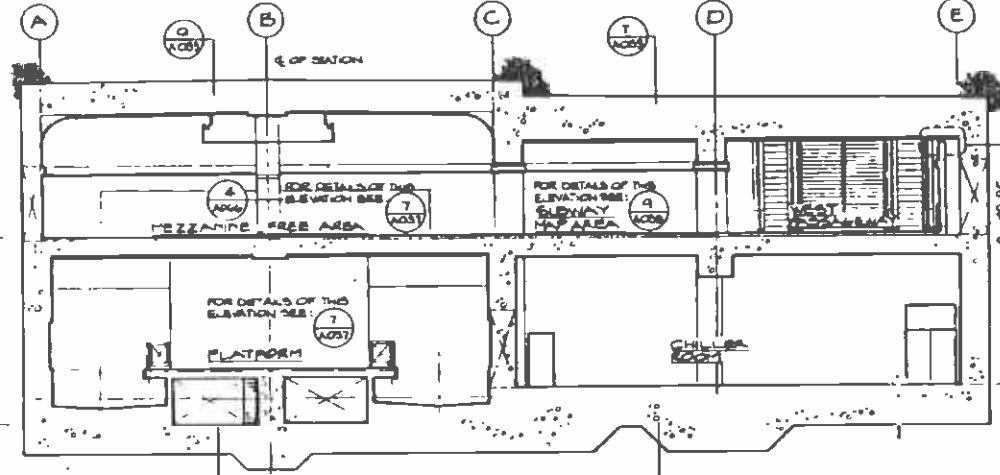
SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT
METRO RAIL PROJECT

L.A. CBD TO N. HOLLYWOOD
7TH/ FLOWER STATION
MEZZANINE WEST PLAN

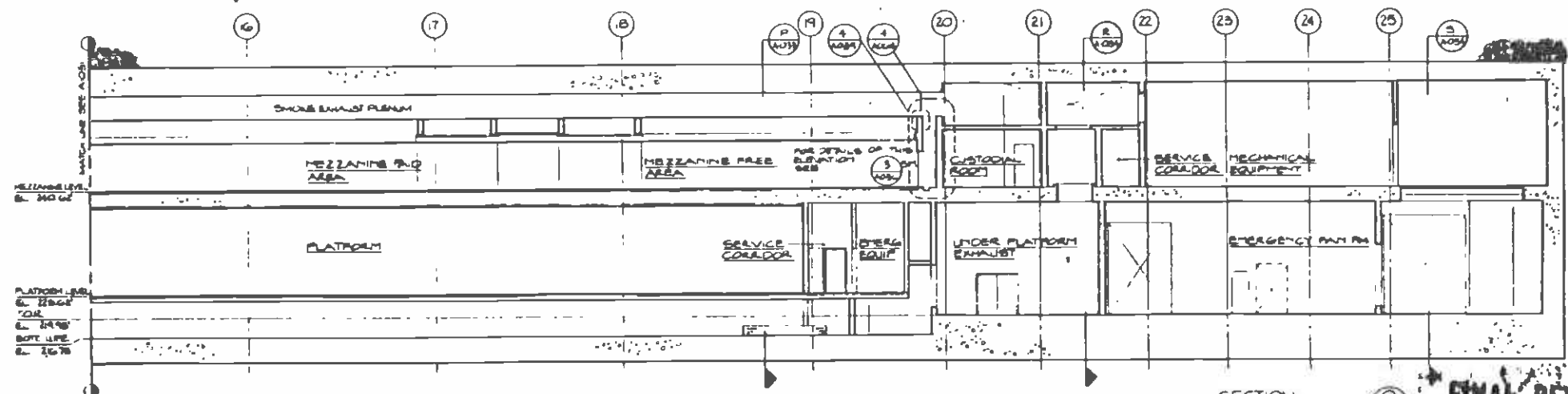
A-167
A-016
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SECTION N
A033 0060946,024
029,031



SECTION P
A033 0060946,024
029,031



SECTION Q
A033 0060946,024
029,031

EXHIBIT "2"
Page 6 of 7

THE REPRODUCTION OF THIS DRAWING HAS BEEN LIMITED TO THAT WHICH IS NECESSARY FOR THE PROVISION OF A COPY TO THE PERSONS TO WHOM IT IS LOANED BY THE DISTRICT. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE DISTRICT. THE DISTRICT ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS DRAWING.

DESIGNED BY
J. COOPER
CHECKED BY
G. SERRAO
DATE
1 MAR 88

INITIAL ISSUE

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT
METRO RAIL PROJECT

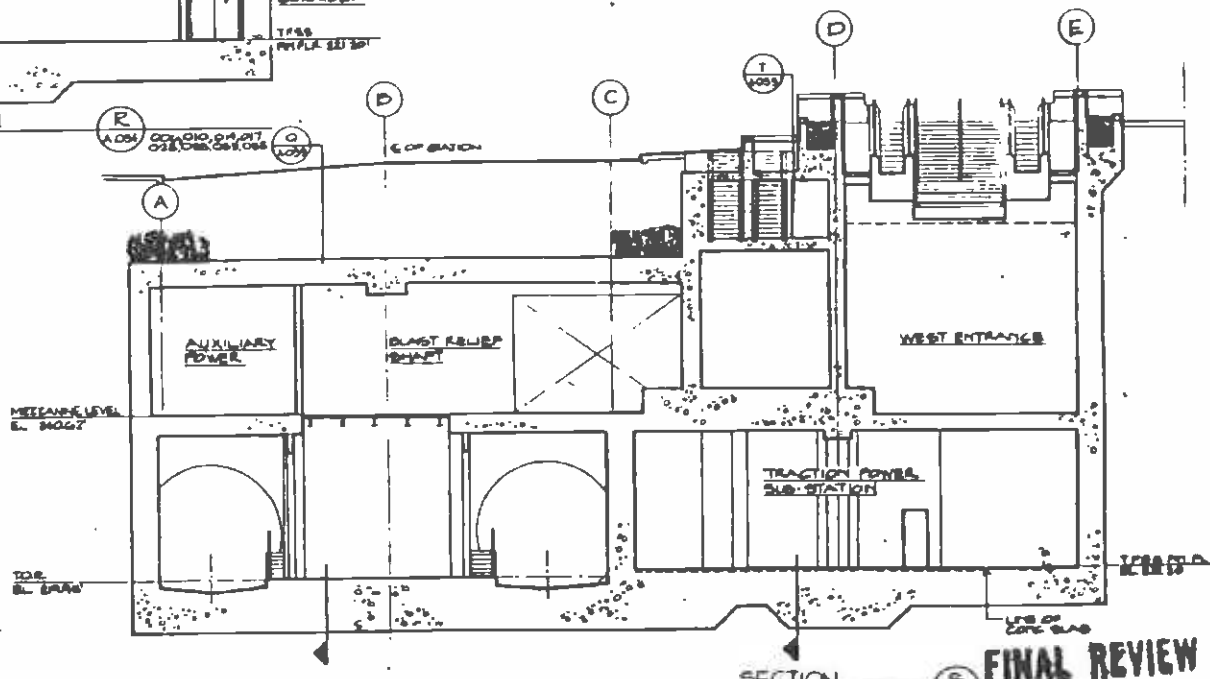
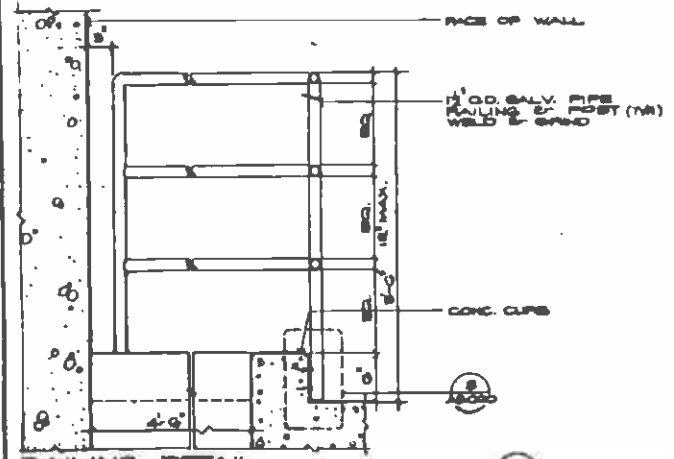
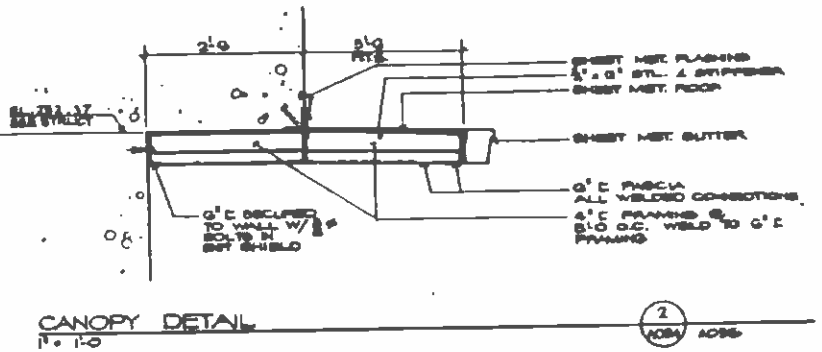
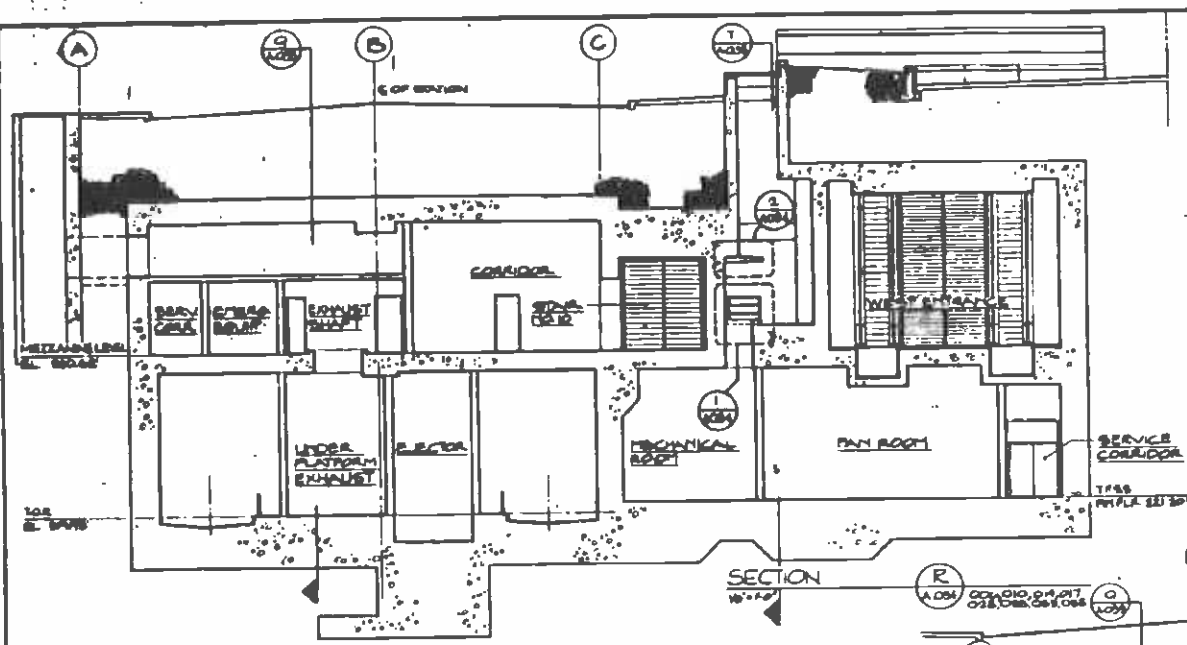
Gannett Fleming / Sworsky + Partners

DESIGN PROJ. NO. 1100
1 MAR 88

RTD

L.A. CBD TO N. HOLLYWOOD
7TH./FLOWER STATION
BUILDING SECTIONS - N, P & Q

FOOTNOTES
A-167
REVISED BY
A-033
SCALE
1/8" = 1'-0"
SHEET NO.
66



FINAL REVIEW

EXHIBIT "2" Page 7 of 7		THE PREPARATION OF THIS DRAWING HAS BEEN PROVIDED TO DATE THROUGH A SHORT PERIOD OF TIME. THEREFORE, IT IS REQUESTED THAT YOU MAKE NECESSARY CORRECTIONS TO THIS DRAWING AND REVISIONS TO THE LIST OF WORK TO BE DONE AND TO THE LIST OF THE WORK TO BE DONE OF THE PROJECT, WHICH IS IN THE HANDS OF THE ARCHITECT.		DESIGNED BY P. BENTLEY CHECKED BY J. COOPER DRAWN BY J. COOPER DATE 1 MAR '68		SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT METRO RAIL PROJECT		L.A. CBD TO N. HOLLYWOOD 7TH./ FLOWER STATION BUILDING SECTIONS - R B S & DETAILS		DRAWING NO. A-167 SHEET NO. A-054 SCALE AS NOTED DATE 1 MAR '68	
NO.	DATE	BY	CHKD.	APP.	DESCRIPTION	NO.	DATE	BY	CHKD.	APP.	DESCRIPTION
					REVISION FOR CE 10-103						
					INITIAL ISSUE						

DESCRIPTION OF PLAN L

HOME SAVINGS PROJECT / METRO RAIL IMPROVEMENTS
AT SEVENTH AND FIGUEROA STREETS

The ground level and below grade levels of the HSA's project incorporate significant functional areas of the Metro Rail Improvements. The set of reduced drawings attached illustrate the basic concept for the Metro Rail Improvements pursuant to Plan B.

The ground level will include: the stairs and escalators serving the Station; Station exit stairs located in the south sidewalk; a handicapped access elevator located on Lebanon Street with direct access to Seventh Street; the blast relief shaft located at the northwest corner of the Burdened Property within the HSA project and exhausting twenty feet above grade (not shown on drawing); the relief air occurs at a grating on the Figueroa Street sidewalk; other Station exit/access stairs and miscellaneous shafts will be brought to grade at the south and west sides of the Burdened Property.

The concourse level commences sixteen feet below the ground level. The stairs, and escalators to the Station will be interrupted by a landing to provide access to commercial space

at this level. Such commercial space shall not be a part of the Metro Rail Improvements. A fresh air intake grill of approximately 140 s.f. to support the Station in mechanical areas will be located in the wall south of the elevators. All commercial space will be located within the property lines of the Burdened Property. Approximately 1,700 s.f. of space devoted to mechanical functions for the HSA project will be located on this level.

The mezzanine level is located approximately twenty feet below the concourse level. The stairs, escalators and handicapped access elevator terminate at the mezzanine level. The floors of the Metro Rail and HSA mechanical areas located at this level will be dropped as necessary to provide required ceiling heights. The incoming electric service room (approximately 1,700 square feet) will be located at the southwest corner of the Burdened Property; the traction power substation will be located at the northwest corner of the Burdened Property (approximately 107 feet by 56 feet); the chiller room will be located at the northeast corner of the Burdened Property, (approximately 56 feet by 37 feet); the fan room will be located east of the incoming electric service room and below the stairs (approximately 45 feet by 40 feet); the blast relief shaft will occur outside the south and west sides of the Burdened Property terminating within the northwest corner of the Burdened Property. At the mezzanine level of the Station there will be no

excavation of the site below the HSA project, other than for footings. A steel underpinning system will be provided along Seventh Street which will serve as part of the sheeting system for the excavation of the Station down to the track level.

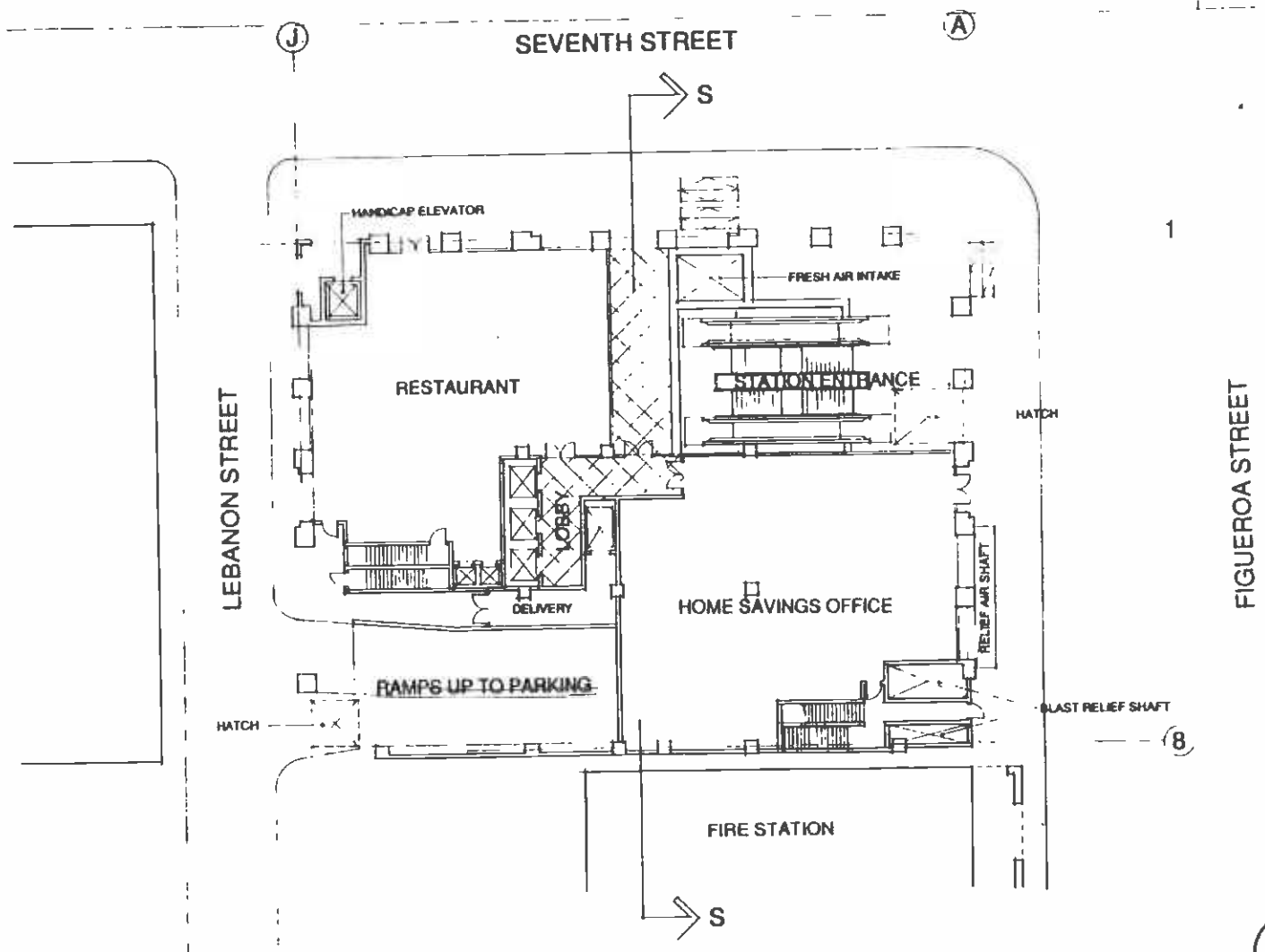
The structural system providing support for the HSA project adjacent to the Station shall provide the following:

Metro Rail Excavation

- (1) Vertical support of the deck beams which will span across the Station excavation, and provision for horizontal reaction to lateral loading transmitted through the deck beams from soil pressures acting on the south side of the excavation.
- (2) Provision for interior bracing of the Station excavation to react against the HSA structure.
- (3) Extension of soldier piles, installed along the north side of 7th Street, below the subgrade of the Station, serving as part of the sheeting system for the Station excavation.
- (4) Longitudinal location of soldier piles such that they do not interfere with the connections of the Station to the HSA structure where wall openings occur.
- (5) Placement of soldier piles clear of the outside face of the Station exterior wall.

Final Development Structure

The HSA support system shall be designed and constructed in a manner that stress and strain imposed on the structural components of the Station do not exceed that which is allowed in the present structural design of the Station.



PLAN AT STREET LEVEL



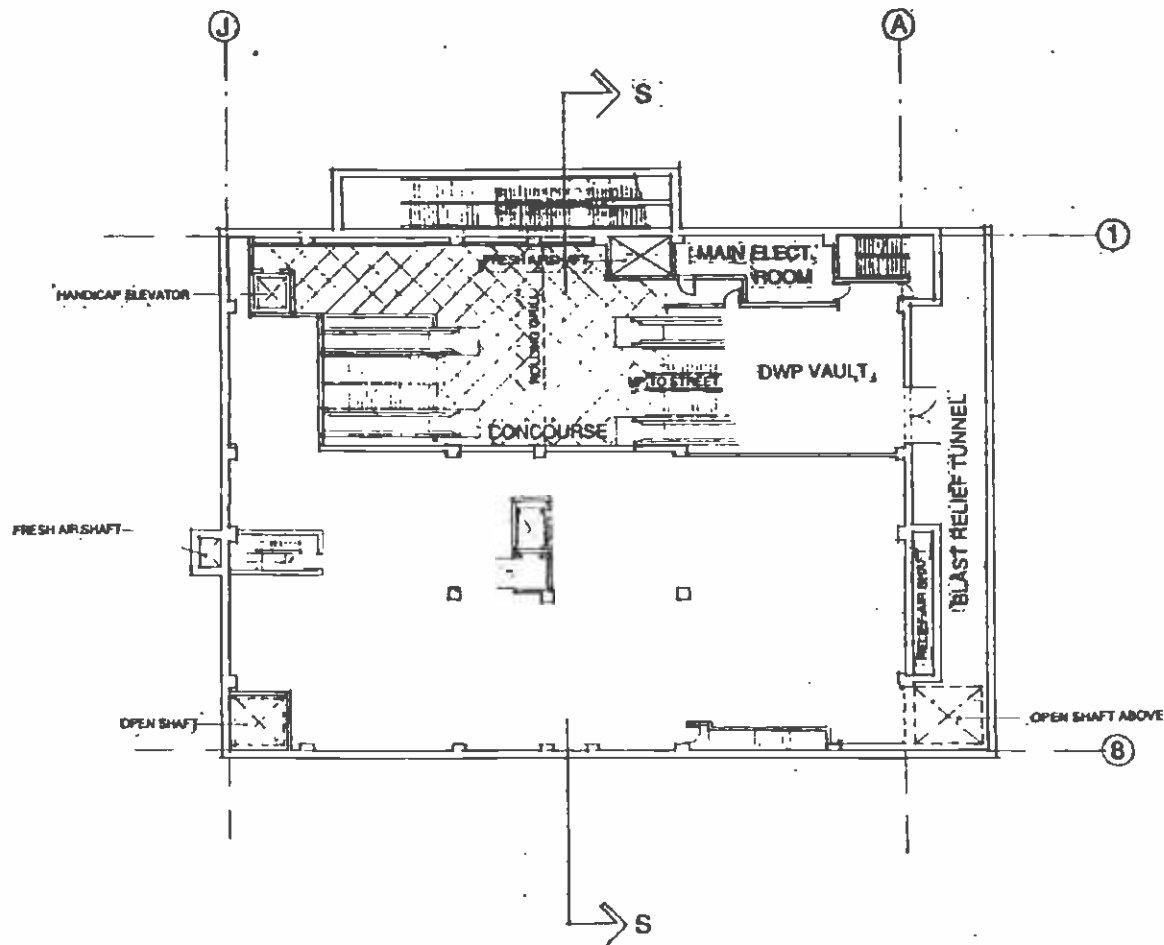
Exhibit 3
Description of Plan B
No. 1 of 4

HOME SAVINGS TOWER
Corner of Figueroa and Seventh Streets
Los Angeles, California

AHMANSON COMMERCIAL DEVELOPMENT COMPANY
Developer

ALBERT C. MARTIN AND ASSOCIATES
Architects and Engineers

S.C.R.T.D. LIBRARY



PLAN AT CONCOURSE LEVEL

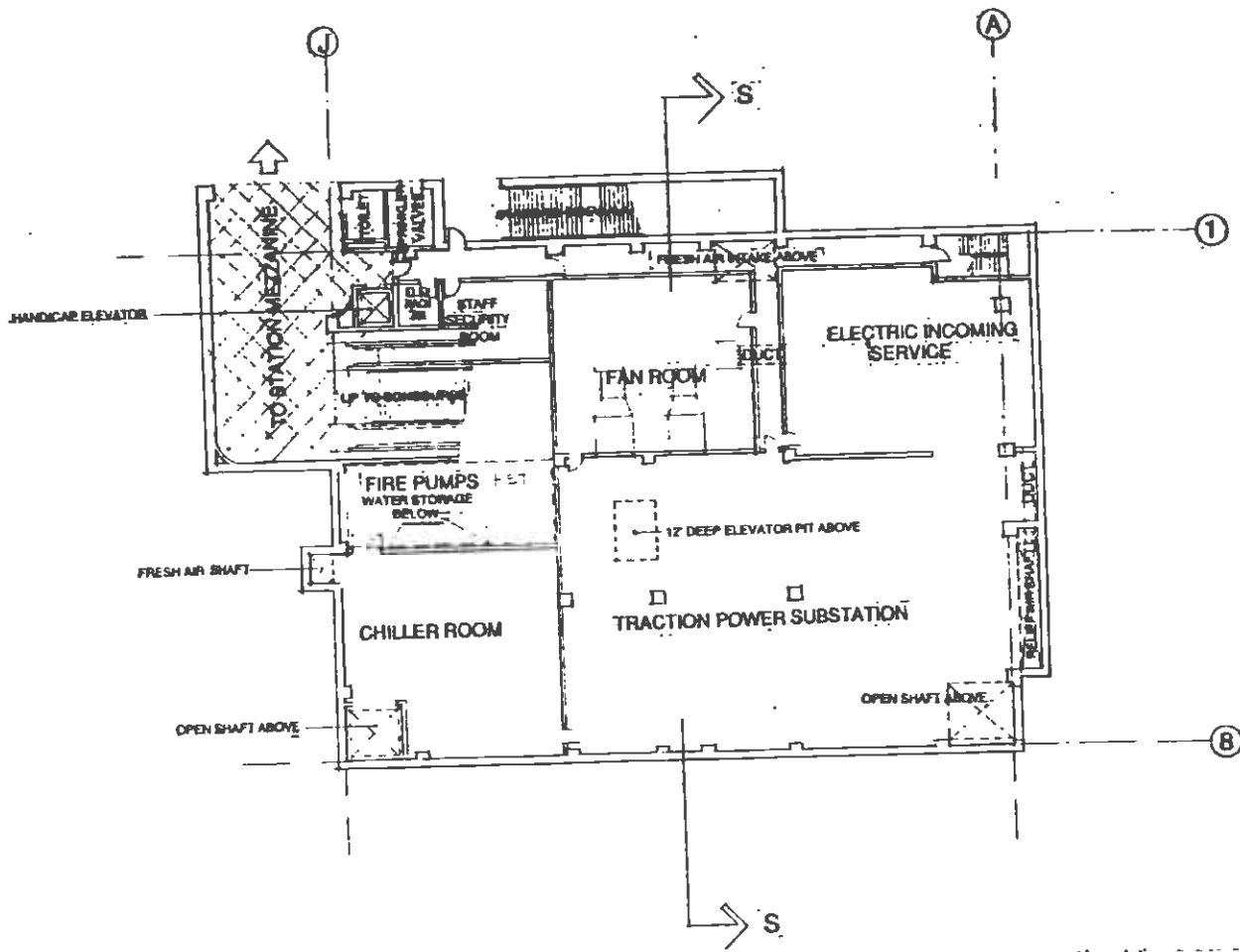


Exhibit 3
Description of Plan B
No. 2 of 4

HOME SAVINGS TOWER
Corner of Figueroa and Seventh Streets
Los Angeles, California

AHMANSON COMMERCIAL DEVELOPMENT
COMPANY Developer

ALBERT C. MARTIN AND ASSOCIATES
Architects and Engineers



PLAN AT MEZZANINE LEVEL

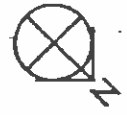
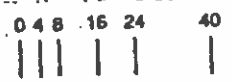


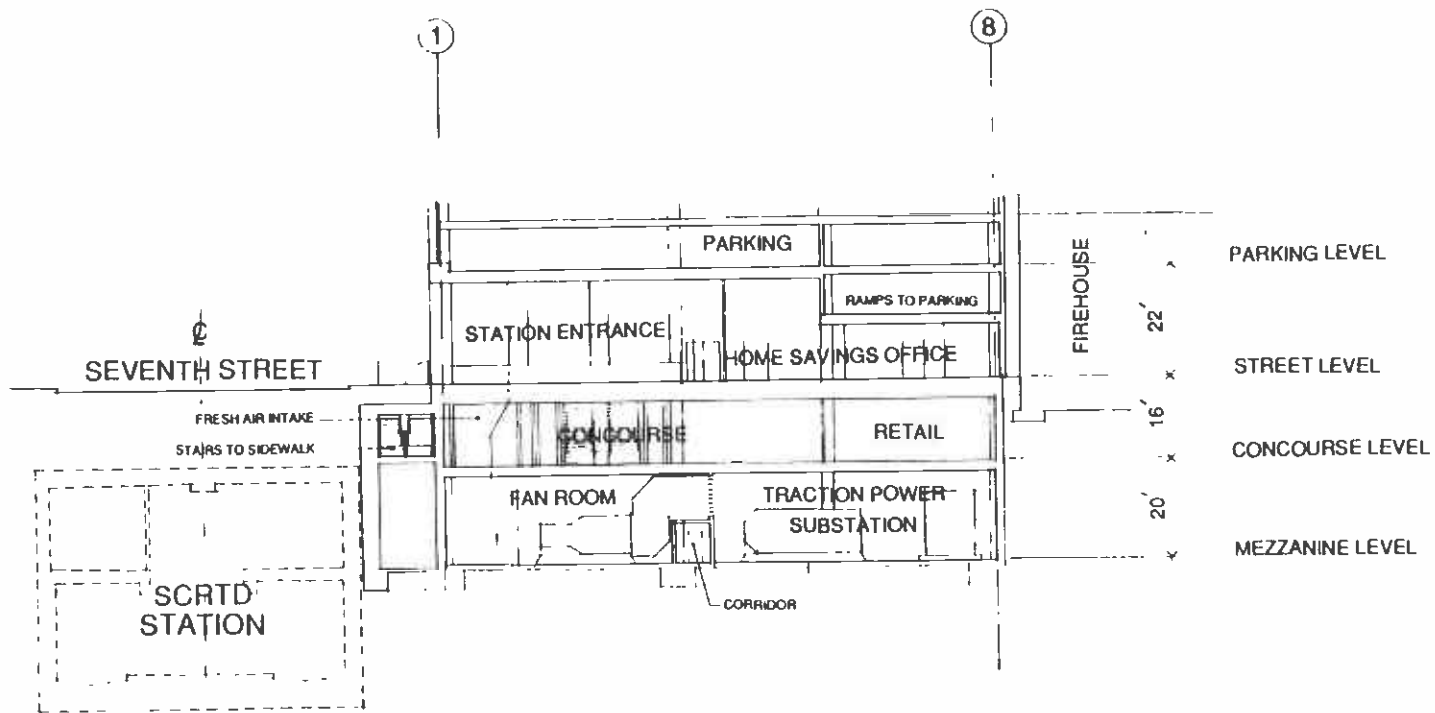
Exhibit 3
Description of Plan B
No. 3 of 4

HOME SAVINGS TOWER
Corner of Figueroa and Seventh Streets
Los Angeles, California

AHMANSON COMMERCIAL DEVELOPMENT
COMPANY Developer

ALBERT C. MARTIN AND ASSOCIATES
Architects and Engineers

6 DECEMBER 1986



NORTH/SOUTH SECTION

0	4	8	16	24	40

Exhibit 3
Description of Plan B
No. 4 of 4

HOME SAVINGS TOWER
Corner of Figueroa and Seventh Streets
Los Angeles, California

AHMANSON COMMERCIAL DEVELOPMENT
COMPANY Developer

ALBERT C. MARTIN AND ASSOCIATES
Architects and Engineers

When recorded mail to:

Director of Real Estate
Office of Real Estate and Development
Southern California Rapid Transit District
425 South Main Street
Los Angeles, California 90013

CONSTRUCTION EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, HOME SAVINGS OF AMERICA, a California corporation (GRANTOR) hereby grants to the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, its contractors, employees, agents, successors and assigns (GRANTEE) an exclusive construction easement over, under, across, upon and through that certain tract or parcel of land described in Exhibit "A" attached hereto and incorporated by reference herein ("Easement Area"), for all purposes and uses that are or may be or become necessary, convenient, incidental or useful in connection with the construction by the Grantee of the "Metro Rail Project" pursuant to either "Plan A" or "Plan B" as those terms are defined in that certain Agreement dated November 27, 1985 between Grantor and Grantee ("Agreement").

The purposes and uses of the Construction Easement shall include the following: (1) ingress and egress over, through, across, and under the Easement Area, by persons on foot and by vehicles of all kinds, sizes and weights; (2) storage in and upon the Easement Area of vehicles, equipment, and materials of all kinds and nature; (3) construction of temporary buildings, structures and other improvements in and upon the Easement Area, for any purpose reasonably related to the construction by the Grantee of the Metro Rail Project; (4) excavation within the Easement Area, or the storage thereon of material excavated elsewhere, and the alteration of the surface elevation and grade thereof; (5) removal of any trees, shrubs, or other vegetation from the Easement Area; (6) installation of temporary pipes, wires, or lines for water, gas, electric or telephone services, drainage, sewerage, or other utilities on, across, over, under, or through the Easement Area; and (7) all other uses necessary, incidental, convenient or useful to the construction by Grantee of the Metro Rail Project. Grantee shall, at the expiration of the easement, restore the entire Easement Area (except as to the

Metro Rail Improvements as defined in the Agreement) as nearly as practicable to its condition at the time the easement commenced.

The easement shall continue for a period of one thousand two hundred seventy-seven (1277) days, commencing upon the recordation hereof and shall automatically terminate upon the expiration hereof, unless the term hereof is extended by Grantor as provided in the following sentences. If the Grantee has not completed its construction within the stated period, Grantee may extend the period, or the period of any previous extension, until the work is completed but in no event for an aggregate period of more than three hundred sixty five (365) days. In the event of any such extension, Grantee shall pay the Grantor the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per day for each day that the period shall be extended.

All notices and payments due hereunder shall be deemed to have been given when personally delivered or three days after they have been deposited in the U.S. Mail, with first class postage pre-paid, addressed as set forth in the Agreement.

Grantee hereby agrees to indemnify, defend, and hold harmless Grantor, its successors and assigns, and the real property described in Exhibit "A" attached hereto from and against: (i) any and all taxes, assessments, charges, license fees, municipal liens, levies, excise taxes, imposts, penalties or interest charges, whether general or special, ordinary or extraordinary, or of whatever type (including, without limitation, any tax, assessment, fee, levy, charge or penalty imposed, partially or totally, in response to Proposition 13 passed by the voters of the State of California in the June 1978 election); (ii) all mechanic's, materialmen's and other liens of record for work or labor done, services performed, materials, appliances or power contributed, used or furnished to be used on or about the Easement Area; and (iii) all liability, penalties, losses, damages, costs, expenses, causes of action, demands, or claims of any kind whatsoever and/or judgments, including actual attorneys' fees and costs, arising by reason of or in connection with any injury or death to any person or persons, or any damage to property, in any manner arising out of or incident to Grantee's use and occupancy of the Easement Area.

Executed this _____ day of _____ 1985.

HOME SAVINGS OF AMERICA, a
California corporation

By: _____

Its: _____

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SEC. 27281)

This is to certify that the interest in real property conveyed by the foregoing deed or grant from HOME SAVINGS OF AMERICA to the Southern California Rapid Transit District, a public corporation, is hereby accepted subject to all of the terms and provisions thereof by the undersigned on behalf of 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 _____ day of _____ 1985.

SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT

BY: _____

TITLE: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 1985, before me, the undersigned, 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 persons who executed the within instrument as _____ on behalf of Home Savings of America, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public in and for said State

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 1985, before me, the undersigned, 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 persons who executed the within instrument as _____ on behalf of Southern California Rapid Transit District, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public in and for said State

LEGAL DESCRIPTION

Lot "A" of Tract No. 1286, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 18 page 61 of maps, in the office of the County Recorder of said County.

EXHIBIT "A"

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

Director of Real Estate
Office of Real Estate and Development
Southern California Rapid Transit District
425 South Main Street
Los Angeles, California 90013

PERPETUAL EASEMENT AGREEMENT

By And Between

HOME SAVINGS OF AMERICA

AND

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

EXHIBIT "5"

I N D E X

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PERPETUAL EASEMENT AGREEMENT

THIS PERPETUAL EASEMENT AGREEMENT ("Agreement") is entered into as of _____, 19__ by and between HOME SAVINGS OF AMERICA, a California corporation ("HSA") and the SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation of the State of California ("RTD") with reference to the following facts and understandings:

R E C I T A L S

A. HSA is the owner of that certain real property located in the City of Los Angeles, State of California more particularly described on Exhibit "A" attached hereto ("Burdened Property").

B. In connection with the construction of the so-called "Minimum Operable Segment" (sometimes referred to as "MOS-1") from Union Station to Alvarado Street of a rapid transit subway system by RTD (the "Metro Rail Project"), a portion of an underground, multi-level passenger loading and unloading station, an equipment area, and access to such facilities (collectively, the "Metro Rail Improvements") have been constructed under, in, and on the surface of a portion of the Burdened Property (as well as certain adjacent public rights of way). The exact dimensions

and locations of the Metro Rail Improvements are shown on Exhibit "B" attached hereto. HSA and RTD acknowledge and agree that the Metro Rail Improvements (which exclude any Improvements as defined in Section 1.3 below) constitute real property which are and shall continue to be owned in fee by HSA as a part of the Burdened Property.

C. HSA and RTD have entered into this Agreement pursuant to the terms of that certain Agreement dated as of November 27, 1985 between HSA and RTD ("Master Agreement"). By recordation of this Agreement, HSA and RTD agree that (i) construction of the Metro Rail Improvements has been completed and paid for (either by HSA or RTD) in accordance with the Master Agreement, (ii) that all construction easements previously granted to RTD by HSA (if any have been so granted in order to permit RTD to construct the Metro Rail Improvements rather than HSA) are hereby terminated and of no further force and effect, and (iii) the Master Agreement is hereby terminated and of no further force and effect and the rights and obligations of HSA and RTD with respect to the Burdened Property, including without limitation the Metro Rail Improvements, shall be hereinafter governed by this Agreement; provided, however, nothing contained herein shall operate or be construed as a waiver or release of any executory obligation contained in the Master Agreement or any claims concerning an alleged breach of or default under the Master Agreement, which executory obligations

or claims have been heretofore asserted by written notice given by HSA or RTD to the other party.

D. HSA desires to grant to RTD certain perpetual easements with respect to the Metro Rail Improvements specifically and the Burdened Property in general, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinbelow and the facts and understandings recited hereinabove, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1

PERPETUAL EASEMENTS GRANTED

1.1 Effective upon the recordation hereof, and subject to the provisions hereof, HSA hereby grants to RTD, for use by RTD and its "Permittees" (which term refers to the officers, directors, employees, agents, contractors, licensees, customers, visitors, invitees, tenants and concessionaires of RTD) a perpetual, exclusive (except as provided to the contrary in Article 2 below) easement to use and occupy the Metro Rail Improvements for rail mass transit purposes and all incidental

uses related thereto. The foregoing grant is hereinafter referred to as the "Easement" and the areas affected thereby as the "Easement Area".

1.2 Without limiting the generality of the foregoing grant of Easement, RTD shall be entitled within the Easement Area:

(a) to establish and control areas of ingress, egress and use by RTD's Permittees;

(b) to install, construct, maintain, operate, repair, replace and remove any or all of RTD's Improvements; and

(c) to vertical and horizontal support and protection of the Metro Rail Improvements and Improvements with respect to all structural members, bearing walls, footings, foundations, columns and beams affecting same; provided, however, RTD shall not install or construct any Improvements which are incompatible with the design or load specifications of the Metro Rail Improvements.

1.3 The term "Improvements" shall mean all apparatus, machinery, devices, fixtures, appurtenances, equipment and personal property necessary, convenient or desirable for the

proper operation and maintenance of the Easement Area and the Metro Rail Project for mass transit purposes and uses incidental thereto.

1.4 Without limiting RTD's rights to the quiet enjoyment of the Easement Area in accordance with and subject to this Agreement, the following principles shall govern any interpretation or construction of the provisions hereof: (a) HSA shall not (subject to the provisions of Article 5 below) be subject to any increased costs, expenses, liabilities, or obligations for and in respect to the use and occupancy of the Easement Area by RTD, and (b) the use and occupancy of the Easement Area by RTD shall not cause any damage to the Burdened Property nor materially interfere with HSA's operation of the surface and subsurface facilities located on the Burdened Property.

1.5 Without limiting HSA's rights to quiet enjoyment of the Burdened Property in accordance with and subject to this Agreement, the following principles shall govern any interpretation or construction of the provisions hereof in conjunction with the principles set forth in Paragraph 1.4: (a) the Metro Rail Project is a public mass transit system and the Metro Rail Improvements are a part of a major Central Business District station critical to the successful operation of the Metro Rail Project, (b) RTD shall not (subject to the provisions of

Article 5 below) be subject to any increased costs, expenses, liabilities, or obligations for and in respect to the use and occupancy of the Burdened Property by HSA, and (c) HSA shall not, without the prior written consent of RTD, take any actions which will have any substantial effect upon the ingress and egress to and from the Metro Rail Improvements by RTD's Permittees (or their ability to make full use of the Metro Rail Project), nor will HSA take any action which unreasonably interferes in any substantial respect with the ability of the RTD to operate and maintain the Metro Rail Improvements or the Easement Area.

1.6 If HSA was responsible for constructing the Metro Rail Improvements, HSA represents that it has caused the Metro Rail Improvements to be constructed in a good and workmanlike manner and in substantial compliance with the plans and specifications therefor approved by RTD pursuant to the provisions of the Master Agreement. RTD hereby acknowledges and agrees that it has inspected the Easement Area and Metro Rail Improvements, and conducted such tests and studies as it has deemed necessary or desirable. Subject to the truth and accuracy of HSA's representation, and based upon such inspection by RTD, RTD accepts the Easement and the Easement Area "AS IS."

1.7 If RTD was responsible for constructing the Metro Rail Improvements, RTD represents and warrants that it has caused the Metro Rail Improvements to be constructed in a good and

workmanlike manner and in substantial compliance with either "Plan A" or "Plan B" as those terms are defined in the Master Agreement. HSA hereby acknowledges and agrees that it has inspected the Metro Rail Improvements and conducted such tests and studies as it has deemed necessary or desirable. Subject to the truth and accuracy of RTD's representation, and based upon such inspection by HSA, HSA accepts the Metro Rail Improvements "AS IS."

1.8 Notwithstanding anything to the contrary contained in this Agreement, HSA and RTD agree that if construction of the Metro Rail Project has not commenced within ten (10) years following the recordation of this Agreement, then this Agreement, the Easement, and all rights of RTD hereunder shall automatically terminate and be of no further force or effect as of such date. RTD covenants to record a quitclaim deed upon HSA's request in such event in order to further evidence the parties' intent. Further, the parties agree that following the recordation of this Agreement and until the Metro Rail Project is placed into operation, HSA shall have the right to make interim use of the Metro Rail Improvements and Easement Area, notwithstanding the provisions of this Article 1 and Article 2, provided that (i) RTD shall have given its prior written consent to such interim use by HSA, which consent shall not be unreasonably withheld, and (ii) HSA shall have provided such assurances as RTD may reasonably request in order to effectuate the purposes of this Agreement.

ARTICLE 2
RIGHTS RESERVED

2.1 HSA hereby reserves for itself, its Permittees (which term refers to the officers, directors, partners, employees, agents, contractors, licensees, customers, visitors, invitees, tenants and concessionaires of HSA), and HSA's successors and assigns, the following rights within the Easement Area and with respect to the Easement:

(a) To the extent required to serve the surface and subsurface facilities on the Burdened Property, a right of vertical and horizontal support in and to all structural members, bearing walls, footings, foundations, columns and beams which are a part of the Metro Rail Improvements and a right of access thereto for the repair, maintenance, and replacement thereof.

(b) To the extent required to serve the surface and subsurface facilities on the Burdened Property, a right of entry upon, and ingress and egress to, over and across, those portions of the Easement Area depicted on Exhibit "B" as non-exclusive, including, but not limited to, any specific areas designated by the appropriate governmental authority for purposes of fire safety; provided, however, that such uses shall not unreasonably interfere with the use and

enjoyment of the Easement Area by RTD and its Permittees; provided, further, such uses shall be subject to any reasonable rules and regulations promulgated from time to time by RTD which shall not, in any event, unreasonably interfere with the reasonable exercise of HSA's rights hereunder.

(c) To the extent required to serve, protect and maintain the surface and sub-surface facilities on the Burdened Property, the right of use, as depicted or described on Exhibit "B", for all 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, whether or not connected to the Metro Rail Improvements or Improvements, including the right of access for entry for repair, maintenance and replacement thereof; provided, however, no such use or access by HSA to such building systems shall be permitted to overload, interfere with, or otherwise deprive RTD and its Permittees of the use and enjoyment of such building systems.

2.2 HSA and RTD acknowledge and agree that the reservation of rights by HSA described in Paragraph 2.1 above is not a license but rather an exception to the grant of Easement. The parties intend that such rights shall be a part of the

Burdened Property and shall constitute an insurable interest in real property for title insurance purposes, and that any encumbrance upon the Burdened Property shall also constitute a lien upon such rights, and that a foreclosure or deed in lieu of foreclosure with respect to such encumbrance shall operate to transfer such rights to such transferee without necessity of separate instrument. It is further acknowledged and agreed that such transfer of such rights shall not in any way affect the rights of RTD hereunder nor relieve HSA's transferee of any obligations of HSA hereunder.

ARTICLE 3

NO OTHER EASEMENTS

The only easements granted and reserved hereby are those expressly made herein and shall be limited to the extent reasonably necessary to accomplish the purpose for which such easements are granted or reserved, and nothing contained herein shall be deemed to grant any other easement to any third party or to establish any easement by implication; provided, however, that each party will cooperate with the other to realize the beneficial use of its rights and interests in and to its improvements in order that each party will be able to realize substantially all of the benefits anticipated to be realized or reserved by such party hereunder. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Burdened Property to

the general public or for any public purpose whatsoever. Notwithstanding anything to the contrary contained herein, HSA understands and agrees that RTD may provide access to RTD's Permittees over and across the Easement Area, to and from the Metro Rail Project, the Metro Rail Improvements and any other public transit facility and that the provision of such access shall not be deemed or considered an additional burden or surcharge upon the Burdened Property, but rather as a part of this grant of the Easement.

ARTICLE 4

PAYMENT OF TAXES AND OTHER CHARGES

4.1 RTD represents that as a public corporation, RTD and its real property interests are not subject to "Impositions", as that term is defined in Paragraph 4.2 below. Accordingly, the parties do not anticipate or intend that the provisions of Paragraph 4.2 and 4.3 below shall impose or be deemed by any third party to impose any liability on RTD for the payment of Impositions to the applicable governmental authorities. However, the parties do intend that the provisions of this Article 4 be operative for purposes of allocating by means of exclusion, as between HSA and RTD, those portions and aspects of the Burdened Property which are not to be considered part of the taxable portion of the Burdened Property. In that connection, RTD shall

cooperate with HSA in order to have the Metro Rail Improvements and Improvements removed from the taxable portion of the Burdened Property. The parties hereto also intend that the provisions of Paragraphs 4.2 and 4.3 shall be operative and applicable if the RTD and its real property interests do become subject to the payment of Impositions at some future date, or if an assignee or other transferee of RTD pursuant to Article 14 below is or shall become subject to the payment of Impositions.

4.2 During the term hereof and as part of the consideration hereunder, RTD covenants and agrees to pay and discharge, or cause to be paid and discharged promptly, as the same become due and before delinquency and before any fine, interest or penalty shall be assessed by reason of its nonpayment, all increases in Impositions (as defined below) imposed as a result of, or in connection with, the entering into, and conveyance of RTD's rights in the Easement under, this Agreement or the Master Agreement, the use and occupancy of the Easement Area by the RTD and/or the construction, ownership, and the use of the Improvements by RTD, which may be levied, assessed, charged against or imposed upon, and which may be or become a lien or charge upon the Burdened Property; provided, however, that nothing herein contained shall be construed as imposing upon RTD any obligation to pay any franchise, estate, inheritance or succession tax. If, at any time during the term hereof, the methods of taxation prevailing at the commencement of the term hereof shall be so

altered so that in lieu of any Imposition described in this paragraph there shall be levied, assessed or imposed an alternate tax, however designated, such alternate tax shall be deemed an Imposition for the purpose of this Article and RTD shall pay and discharge such Imposition as provided by this Article. For purposes of this Agreement, "Imposition" shall mean the imposition of any taxes, assessments, charges, license fees, municipal liens, levies, excise taxes, imposts, penalties or interest charges, whether general or special, ordinary or extraordinary, or of whatever type (including, without limitation, any tax, assessment, fee, levy, charge or penalty imposed, partially or totally, in response to Proposition 13 passed by the voters of the State of California in the June 1878 election.)

4.3 RTD shall not be responsible for any increase in Impositions against the Burdened Property, if, when and to the extent such increase in Impositions would have resulted from HSA's own actions subsequent to the recordation of this Agreement including, without limitation, increases resulting from construction or other work on the Burdened Property, and/or any change of ownership with respect to the Burdened Property, but, excepting any action by HSA in performance of HSA's obligations under this Agreement or the Master Agreement or in response to a written request from RTD.

4.4 In the event that RTD shall desire to contest or otherwise review by appropriate legal or administrative proceeding any Imposition, RTD shall, at least ten (10) days prior to the delinquency of such Imposition give HSA written notice of its intention to so contest same; and after giving such notice to HSA, RTD shall not be in default hereunder by reason of the non-payment of same if RTD shall have adequately indemnified HSA against any and all assessment, penalty, interest charge, loss, cost, expense or damage (including, without limitation, actual attorneys' fees and costs) resulting from, or in connection with, such contest or other proceedings and has obtained and furnished (to the taxing authority or other governmental authority as required by law) any bond or other security necessary in order to avoid accruing any interest charges or penalties with respect to such Imposition. Any such contest or other proceeding shall be conducted solely at RTD's expense and free of expense to HSA. RTD shall protect and indemnify HSA against any and all assessment, penalty, interest charge, loss, cost, expense or damage (including, without limitation, actual attorneys' fees and costs) resulting from, or in connection with, such contest or other proceeding. With respect to Impositions that must be combined or joined with one or more tax issues which either HSA or RTD desires to contest, HSA and RTD shall cooperate fully and control of any administrative or legal proceeding shall rest with the party having the larger amount of the assessed Imposition in dispute. The party in control may not adjust, compromise or

settle the amount of any Imposition which is contested by, or on behalf of, the other party without the consent of the other party, which consent shall not be unreasonably withheld. Expenses resulting from such joined proceeding shall be allocated equitably among HSA and RTD. After the final determination of the amount due from RTD for such Imposition, RTD shall pay the amount so determined to be due, together with all costs, expenses, penalties and interest. RTD shall be entitled to receive any refund of any Imposition (and penalties and interest thereon) which have been paid by RTD, or which have been paid by HSA to the extent to which HSA has been reimbursed. HSA shall be entitled to receive any refund of any Imposition which has been paid by HSA to the extent to which RTD has been reimbursed.

4.5 RTD shall have water, gas, electricity, and all other utilities used upon, or furnished to, the Metro Rail Improvements separately metered.

ARTICLE 5

POSSESSION, USE, COMPLIANCE WITH LAWS, MAINTENANCE AND REPAIRS

5.1 RTD shall use the Easement and Easement Area for rail mass transit purposes and uses incidental thereto in a manner which shall not unreasonably interfere with the use and enjoyment of the remainder of the Burdened Property by HSA or HSA's Permittees.

5.2 HSA shall use the Burdened Property in such a manner that it will not unreasonably interfere with the use and enjoyment of the Easement Area by RTD or RTD's Permittees for public transit purposes.

5.3 RTD, in the use, occupation, control and enjoyment of the Easement Area, shall comply with all present and future legal requirements of all public authorities having jurisdiction over the Easement Area, including requirements governing the conduct of any business therein or the construction, alteration or demolition of the Metro Rail Improvements or Improvements. RTD shall have the right, at its cost and expense, to contest or review by appropriate legal or administrative proceeding the applicability, validity or legality of any such requirement, and during such contest may refrain from complying therewith, provided RTD shall indemnify and hold harmless HSA and the Burdened Property from any liability and shall provide a bond or other appropriate security in order to remove any lien, charge or liability against the Burdened Property.

5.4 HSA, in the use, occupation, control and enjoyment of the remainder of the Burdened Property, shall comply with all present and future legal requirements of all public authorities having jurisdiction over the Burdened Property. HSA shall have the right, at its cost and expense, to contest or review by appropriate legal or administrative proceeding the applicability,

validity or legality of any such requirement, and during such contest may refrain from complying therewith, and HSA shall indemnify and hold harmless RTD from any lien, charge or liability against the Easement Area.

5.5 RTD shall have sole responsibility to keep and maintain the Metro Rail Improvements and the Easement Area in good order and repair, and in a safe, clean and sanitary manner, and HSA shall bear no cost or expense in connection therewith. HSA shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Metro Rail Improvements. HSA shall have sole responsibility to keep and maintain the remainder of the Burdened Property in good order and repair, and in a safe, clean and sanitary manner, and RTD shall bear no cost or expense in connection therewith. HSA and RTD agree that the foregoing allocation of responsibilities and expenses shall apply notwithstanding HSA's and HSA's Permittees' use of the non-exclusive Easement Area, and the possibility that RTD's and RTD's Permittees' use of the Easement Area may increase maintenance and security costs for the remainder of the Burdened Property.

5.6 RTD and HSA shall attempt to coordinate any activities involving the Burdened Property and Easement Area with respect to (a) security services and/or systems in order to optimize the security provided for the Metro Rail Improvements

and the remainder of the Burdened Property and (b) landscaping and maintenance with respect to the surface of the Burdened Property. All signage on the Easement Area which is located on the surface of the Burdened Property or the so-called Concourse Level shall be consistent with the signage standards of, and reasonably acceptable to, HSA; provided, however, so long as such signage is consistent with RTD signage for other stations and portals of the Metro Rail Project, HSA shall only have the right to approve the location thereof, which approval shall not be unreasonably withheld.

5.7 HSA shall have the right, but shall have no obligation, to enter upon the non-exclusive Easement Area, to perform such maintenance and repairs or to abate such nuisances or to otherwise comply with the terms of this Article as may be necessary or desirable in HSA's good faith judgment in order to prevent a breach under this Article; provided, however, before doing so, HSA shall, except in emergency situations, provide RTD with prior written notice of its intention to so enter and give reasonable opportunity to cure the stated reasons for such intended entry. The parties agree that RTD shall have no more than thirty (30) days to effect such cure; provided, however, that if such nuisance has no remedy, or if RTD commences to effect such cure and thereafter diligently continues to cure and abate such nuisance, RTD shall be deemed to be in compliance with

the terms of this Article. In the event of such entry, RTD shall promptly reimburse HSA upon demand therefor for any costs and expenses so incurred pursuant to this Paragraph 5.7.

ARTICLE 6

CHANGES, ALTERATIONS AND NEW CONSTRUCTION

RTD shall have the right at any time to make any changes, alterations and additions (collectively, "Modifications") to the Metro Rail Improvements and Improvements without HSA's prior written consent thereto; provided, however, RTD shall not have the right to make such Modifications without HSA's prior consent if same would (a) involve changes to the exterior of the Portal or other portions of the surface of the Burdened Property (in which event such consent shall not be unreasonably withheld or delayed), (b) have an adverse effect upon the structural aspects or building systems of the remainder of the Burdened Property or (c) have a material adverse effect on the operation of the surface and subsurface facilities located on the remainder of the Burdened Property. RTD shall give HSA prior written notice of any Modifications to the Improvements or Metro Rail Improvements which will cost in excess of Twenty-Five Thousand Dollars (\$25,000.00) so as to permit HSA to post notices of non-responsibility and to coordinate such work of construction in order to minimize the disruptive effects thereof. Said \$25,000.00

cost threshold shall be increased from time to time at the same rate as any increases in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim Metropolitan Area.

ARTICLE 7

MECHANIC'S AND OTHER LIENS

Nothing in this Article shall be deemed to contravene the provisions of Section 3109 of the California Civil Code or any successor statute which provides that the mechanic's lien laws do not apply with respect to public works. However, the provisions of Section 3109 may be applicable to the RTD at some future date, or the RTD's successors and assigns, or real property nominally owned by a private party, and in that event RTD will keep the Metro Rail Improvements and the remainder of the Burdened Property free and clear of and from any and all mechanic's, materialmen's and other liens of record for work or labor done, services performed, materials, appliances or power contributed, used or furnished to be used therein or thereabout by or for RTD's benefit, and shall at all times promptly and fully pay and discharge any and all lawful claims upon which any such liens may or could be based, and shall save and hold HSA and HSA's interest free and harmless of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto. RTD or its contractor may contest any lien of the nature set forth in this Article, and no default shall be

deemed to have occurred if RTD fails to pay such lien during the pendency of such contest provided (i) RTD shall protect and indemnify HSA and the Burdened Property against all loss, cost, expense and damage, including actual attorneys' fees and costs, resulting from such contest, and (ii) RTD has first caused such lien to be released by obtaining (and furnishing HSA with copies of) a surety bond or other appropriate security. In the event RTD contests any such lien and sustains an adverse determination, RTD shall nevertheless not be in default under the terms of the Agreement if it shall have satisfied the indebtedness within thirty (30) days after actual final determination of the court or administrative agency involved.

ARTICLE 8

INSURANCE AND WAIVER OF SUBROGATION

8.1 RTD and HSA shall each maintain, at its own cost and expense, such liability and casualty insurance with respect to the Metro Rail Improvements and Easement Area, and the remainder of the Burdened Property, respectively, as may be commercially reasonable and appropriate from time to time.

8.2 HSA and RTD each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving party or its property or the

property of others under its control to the extent that such loss or damage is insured against under any insurance policies which either may have in force at the time of such loss or damage. RTD and HSA shall give notice to their respective insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement, and each party shall, if permitted at no extra cost, cause each insurance policy obtained by it to be endorsed to provide that the underwriters and the insurance company shall not have any right of recovery by way of subrogation against either HSA or RTD (as the case may be) in connection with any liability covered by any such policy.

ARTICLE 9

INDEMNITY

Each party shall hold harmless, indemnify and defend the other party and its Permittees from all liability, penalties, losses, damages, costs, expenses, causes of action, demands, claims of any kind whatsoever and judgments, including actual attorneys' fees and costs, arising by reason of or in connection with any injury or death to any person or persons, or any damage to property in any manner arising out of or incident to, or caused by (i) RTD's and RTD's Permittees' use and occupancy of the exclusive Easement Area (in the case of RTD's foregoing indemnity), (ii) HSA's and HSA's Permittees' use and occupancy of the Burdened Property outside of the Easement Area (in the case

of HSA's foregoing indemnity), and (iii) either party's Permittees' use and occupancy of the non-exclusive Easement Area. Whether any person is the Permittee of RTD or HSA shall be established according to proof, but there shall be a rebuttable presumption that a person in the exclusive Easement Area is RTD's Permittee, and that a person on the Burdened Property outside of the Easement Area is HSA's Permittee.

ARTICLE 10

DAMAGE OR DESTRUCTION

10.1 In case of any damage to or destruction of the Metro Rail Improvements resulting from any cause whatsoever, other than a breach of HSA's representation contained in Section 1.6 above (in which event HSA shall, at HSA's expense, promptly comply with the provisions of Paragraph 10.1(a) below), RTD's obligations shall be as described in this Article. RTD shall give immediate notice of such damage or destruction to HSA, and RTD shall, unless this Agreement is terminated pursuant to Paragraph 10.2 below, and whether or not any insurance proceeds are available or adequate for such purpose and regardless of the dollar amount of such damage or loss, with reasonable diligence and in any event within ninety (90) days and at RTD's choice and expense either:

(a) commence, and complete within a reasonable time, restoration as nearly as possible to the value, and substantially to the condition and character, the Metro Rail Improvements were in immediately prior to such damage or destruction, all in accordance with either (i) the Construction Documents (as defined in the Master Agreement) and construction procedures previously approved in writing by HSA and RTD or (ii) unless otherwise agreed by the parties, in accordance with new plans and specifications approved by all governmental authorities having jurisdiction and by HSA and RTD; or

(b) remove the remains of the Metro Rail Improvements from the Burdened Property and restore the Burdened Property to a level graded condition with asphalt or similar material and such landscaping as is reasonable under the circumstances, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate.

ARTICLE 11

EMINENT DOMAIN

11.1 If the whole or substantially all (as defined in Paragraph 12.5 below) of the Metro Rail Improvements shall be taken for a public or quasi-public use by the exercise of the

power of eminent domain or by purchase under threat of condemnation, this Agreement shall terminate on the date the condemning authority actually takes fee title to the Metro Rail Improvements or the portion thereof taken.

11.2 In the event of any such taking as described in Paragraph 11.1 above, HSA and RTD shall request that separate awards be made attributable to their respective interests in the Metro Rail Improvements including separate awards for severance damages if less than the whole shall be so taken. If, notwithstanding such request for separate awards, a single award is made for the combined interests of HSA and RTD in the Metro Rail Improvements and/or such award includes compensation for HSA's interest in the remainder of the Burdened Property (which the parties agree RTD has no interest in), then such award shall be deposited in a joint account at a financial institution reasonably satisfactory to both parties and invested in a manner designed to maximize the security, liquidity, and return (in that order of priority) with respect to such award. Distributions of such award shall be made only upon the mutual agreement of the parties, who shall work together to allocate such award based on the following principles and priority (and if no such agreement can be reached, the arbitrator described in Article 19 below shall determine such distribution based on the following principles and priority):

(a) First, the reasonable fees and expenses incurred by HSA and RTD in collecting such award, including, but not limited to, reasonable attorneys' and experts' fees shall be paid to the parties hereto;

(b) Second, any and all sums due hereunder shall be paid;

(c) Third, RTD shall receive an amount equal to the value of its Improvements and, if RTD built the Metro Rail Improvements pursuant to the Master Agreement, the value of the Metro Rail Improvements, as well; and

(d) Fourth, HSA shall receive the balance, if any, of such proceeds.

11.3 If less than substantially all (as defined in Paragraph 11.5 below) of the Metro Rail Improvements shall be taken for any public or quasi-public use under the power of eminent domain or by purchase under threat of condemnation, this Agreement shall continue in full force and effect. In such event, RTD shall proceed, with reasonable diligence, to perform any necessary repairs to the Metro Rail Improvements and to restore same in accordance with the Construction Documents or plans and specifications and construction procedures previously approved in writing by the parties, and as nearly as possible to

the condition that the Metro Rail Improvements were in immediately prior to such taking. The obligations under this paragraph shall be performed in accordance with all applicable governmental regulations without regard to the sufficiency of the sums payable for such repairs and restoration. Repairs required hereunder shall be paid for from the proceeds of the condemnation award; and to the extent such award is inadequate, the balance of such costs shall be paid by RTD. The provisions of the preceding sentence shall supersede the provisions for distribution of condemnation awards set forth in Paragraph 11.2 above, except to the extent that any portion of the condemnation award is not so used for reconstruction, in which event the provisions for distribution set forth in Paragraph 11.2 shall apply to such unused balance.

11.4 In any condemnation proceeding affecting the Metro Rail Improvements which may affect the interest of HSA and RTD herein, both parties shall have the right to appear in and defend against such action as they deem proper in accordance with their own interests. To the extent possible, the parties shall cooperate to maximize the award payable by reason of the condemnation. Issues between HSA and RTD required to be resolved pursuant to this Article shall be joined in any such condemnation proceeding to the extent permissible under then applicable procedural rules of such court of law or equity for the purpose of avoiding multiplicity of actions and minimizing the expenses

of the parties. RTD shall have no right to participate in any condemnation proceeding or to share in the proceeds therefrom which relate to the remainder of the Burdened Property.

11.5 For purposes of this Article 11 the following terms shall have the following meanings:

(a) The term "substantially all" shall mean a taking of that portion of the Metro Rail Improvements as leaves remaining a balance which may not be economically operated for the purpose for which the Metro Rail Improvements was operated prior to such taking.

(b) The term "less than substantially all" shall mean a taking of a portion of the Metro Rail Improvements, other than a taking of a whole, or substantially all (as defined above) of the Metro Rail Improvements.

ARTICLE 12

EVENTS OF DEFAULT AND REMEDIES

12.1 A breach of this Agreement shall exist if any of the following events (individually an "Event of Default" and collectively "Events of Default") shall occur:

(a) Either party shall have failed to pay any obligation requiring the payment of money under the terms of this Agreement within thirty (30) days of when due and such failure shall not have been cured within thirty (30) days after receipt of notice from the other party respecting such overdue payment; or

(b) Either party shall have failed to perform any term, covenant, or condition of this Agreement, to be performed by such party, except those requiring the payment of money, and such party shall have failed to cure same within thirty (30) days after written notice from the other party, delivered in accordance with the provisions of this Agreement, where such failure could reasonably be cured within said thirty (30) day period; provided, however, that where such failure could not reasonably be cured within said thirty (30) day period, that said party shall not be in default unless it has failed to promptly commence and thereafter be continuing to make diligent and reasonable efforts to cure such failure as soon as practicable; or

(c) RTD shall be in default if it has abandoned the Easement Area or Improvements; or

(d) RTD shall be in default if it has assigned its interest in this Agreement or in the Easement or Easement Area in violation of the provisions of Article 14.

12.2 Notwithstanding the existence of an Event of Default as defined in Paragraph 12.1 above, the rights and remedies of the party not in default shall be limited and governed by the following principles:

(a) The Easement shall not be terminated under any circumstance where RTD or any permitted successor continues to operate the Metro Rail Project and the Easement Area continues to be used in connection therewith. In such event, HSA's remedies shall be limited to damages or equitable relief not involving the surrender of the Easement Area or the physical interference with the operation of the Metro Rail Project;

(b) Written notice shall be given to the defaulting party by the other party that an Event of Default has occurred pursuant to Paragraph 12.1 above and that any applicable grace or cure period has expired;

(c) If the defaulting party disputes the existence of such Event of Default it shall give written notice thereof to the other party within twenty (20) business days following receipt of the other party's notice of Event of Default; and

(d) If the defaulting party timely delivers the notice described in subparagraph (b) above, the matter shall

be settled in accordance with the procedures described in Article 19 below.

12.3 Following the decision of the arbitrator, or if the defaulting party did not timely give written notice as described in Paragraph 12.2(b) above, then following the delivery of the notice of Event of Default, the party not in default shall be entitled to the following remedies:

(a) if the Event of Default is of the kind described in Paragraph 12.1(a) or 12.1(b) above, then the defaulting party shall pay such sum or commence such actions as shall have been specified by the arbitrator or in HSA's notice of Event of Default, as applicable, within ten (10) days following such arbitrator's decision or the notice, as applicable and, in the event of the defaulting party's failure to do so, the party not in default shall have whatever rights and remedies it may have at law or in equity and may resort to such rights and remedies cumulatively or individually; or

(b) if the Event of Default is of the kind described in Paragraph 12.1(c) or 12.1(d), above, then, in addition to all other rights or remedies provided by law or equity, to which HSA may resort cumulatively, HSA shall have the right to terminate this Agreement by giving RTD written

notice thereof in which event this Agreement shall terminate on the date set forth for termination in such notice. Any such termination shall not relieve RTD from the payment of any sums then due to HSA or from any claim for damages previously accrued or then accruing against RTD.

ARTICLE 13

SURRENDER OF THE METRO RAIL IMPROVEMENTS

13.1 Upon the termination of this Agreement pursuant to the terms hereof, RTD shall quit and surrender the Metro Rail Improvements to HSA without delay, broom-clean and in good order, condition and repair, ordinary wear and tear excepted, free and clear of all subtenancies created after the execution hereof, and free and clear of all liens and encumbrances other than as HSA shall have previously consented to in writing, except for any partial taking pursuant to the power of eminent domain, if any, that has occurred during the term hereof. Upon such termination, RTD may remove any or all of the Improvements provided any damage resulting from such removal is repaired at RTD's cost (unless the necessity for such repair is waived by HSA, by reason of HSA's intention to raze the Metro Rail Improvements or otherwise), and following such removal by RTD, title to the remaining Improvements, if any, in the Metro Rail Improvements shall automatically vest in HSA without the execution of any further instrument; provided, however, RTD covenants and agrees, upon the termination

of this Agreement, to execute such appropriate documentation as may be requested by HSA to transfer title to such remaining Improvements to HSA. Any personal property owned by RTD or any of its Permittees which shall remain within the Metro Rail Improvements after the termination of this Agreement may, at the option of HSA, be deemed to have been abandoned, and may either be retained by HSA as its property or be disposed of without accountability as HSA may see fit.

13.2 In no event shall the provisions of this Article imply any obligation upon RTD to restore and/or reconstruct the Metro Rail Improvements if RTD shall have elected to terminate this Agreement pursuant to Articles 11 or 12.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

RTD may not voluntarily assign this Agreement or sublet its interest in the Easement or Easement Area to any person or entity, other than to any successor agency which will operate all or a part of the Metro Rail Project (in which event no consent by HSA shall be necessary), without the prior written consent of HSA, which approval shall not be unreasonably withheld, subject to HSA's approval of the proposed assignee and the form of assignment which shall contain appropriate assumption language. The foregoing shall not be construed to limit RTD's ability to

make portions of the Easement Area available to concessionaires, contractors, licensees or agents in connection with the RTD's operations on the Easement Area. HSA's consent to one assignment shall not be deemed a consent to any subsequent assignment; in no event shall any permitted assignment release RTD from liability hereunder. Any assignment without HSA's consent except as permitted herein shall be void, and shall entitle HSA to resort to the remedies set forth in Article 12 above.

ARTICLE 15

TRANSFER BY HSA;

NO MERGER WITH MORTGAGEE

HSA reserves the right to convey its interest (or any part thereof) in the Burdened Property and, in connection therewith, to assign its interest hereunder at any time and in the event of any such conveyance, HSA shall be, effective upon the date of such transfer or assignment, entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement occurring or arising after the consummation of such conveyance and/or assignment so long as HSA's successor covenants to recognize RTD under this Agreement and assume the obligations of HSA imposed herein. The conveyance of the Burdened Property to the holder of a mortgage or deed of trust shall not effect a merger. Upon such a conveyance and/or assignment, the holder of such mortgage or

deed of trust shall hold as separate estates or interests in land (i) the lien of its mortgage or deed of trust and (ii) fee title to the Burdened Property and RTD hereby agrees to attorn to such holder under this Agreement so long as the holder covenants to recognize RTD under this Agreement and assume the obligations of HSA imposed herein. RTD agrees to execute and record any such further assurances or instruments as the holder of the mortgage or deed of trust may request in order to carry out the provisions of this Article, it being the express intent of HSA and RTD that such a merger not occur.

ARTICLE 16

ESTOPPEL CERTIFICATES

RTD agrees promptly following request by HSA or an encumbrancer of HSA's interest in all or a portion of the Burdened Property to execute and deliver an Estoppel Certificate to whichever of them has requested the same. The term "Estoppel Certificate" shall mean a written instrument, certifying (a) that this Agreement is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect and the date to which charges hereunder are paid in advance, if any, and (b) that there are not any uncured defaults on the part of HSA and RTD hereunder, or if there exist any uncured defaults on the part of HSA and/or RTD hereunder stating the nature of

such uncured defaults on the part of HSA and/or RTD, and (c) the correctness of such other information respecting the status of the Agreement as may be required either by the encumbrancer (if appropriate), a lender making a loan to be secured by deed of trust or mortgage covering the Burdened Property or a purchaser of any interest in any such assets. RTD's failure to so execute and deliver an Estoppel Certificate within twenty (20) business days following written request as required above, shall be conclusive upon RTD that as of the date of said request for the same (a) that this Agreement is in full force and effect, without modification except as may be represented by HSA, and (b) that there are no uncured defaults in HSA's or RTD's obligations under this Agreement except as may be represented by HSA or RTD, respectively.

ARTICLE 18

NOTICES

Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be personally served or in lieu of personal service, deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, and unless sooner received, each notice shall be deemed received seventy-two (72) hours after same shall have been so deposited in the United States mail addressed as set forth below:

If to HSA: Home Savings of America
c/o Ahmanson Commercial Development
Company
11111 Santa Monica Boulevard
Suite 1127
Los Angeles, California 90025
Attention: Mr. Kent D. Merselis,
President

With a copy to: Home Savings of America
1001 Commerce Drive
Irwindale, California 91706
Attention: Mr. Michael Brent

With a copy to: Allen, Matkins, Leck, Gamble &
Mallory
515 South Figueroa Street
Suite 800
Los Angeles, California 90071
Attention: O'Malley M. Miller, Esq.

If to RTD: Southern California Rapid Transit
District
425 South Main Street
Los Angeles, California 90013
Attention: Director of Real Estate

With a copy to: Southern California Rapid Transit
District
425 South Main Street
Los Angeles, California 90013
Attention: General Counsel

Either HSA or RTD may change its respective address by giving written notice to the other in accordance with the provisions of this Article.

ARTICLE 18

RIGHT TO INSPECT

HSA reserves the right to enter the Metro Rail Improvements during normal business hours for purposes of conducting

normal and periodic inspections of the Metro Rail Improvements. RTD reserves the right to enter upon the remainder of the Burdened Property during normal business hours for purposes of conducting normal and periodic inspections relating to the status of the Easement Area. Either party desiring to conduct such inspections shall do so, if reasonably possible, with consideration of the activities then being conducted in the area inspected, shall give reasonable prior written notice to the other, unless such inspecting party in good faith believes that an emergency situation precludes the giving of such prior notice, in which case subsequent written notice shall be promptly given to the other party specifying the rationale therefor. Any inspection by either party shall be conducted at no cost to the party whose property is being inspected and shall be conducted at a time and in a manner so as to avoid any unnecessary, and to minimize any necessary, disturbance or damage to the activities or property of the Permittees and party occupying the inspected property. The inspecting party shall indemnify, defend, and hold harmless the party whose property is being inspected and its Permittees against any losses, claims, damages, costs or expenses (including actual attorneys' fees and costs) resulting or arising from such inspection.

ARTICLE 19

ARBITRATION

In the event of any dispute between HSA and RTD as to any and all matters, including without limitation an alleged breach of any provision of this Agreement, or an attempt to terminate this Agreement or to enforce, protect, determine or establish any term or covenant of this Agreement or rights hereunder of either party, both parties agree to work together in good faith in order to attempt to resolve such dispute; provided, however, if notwithstanding such good faith efforts the parties are unable to resolve their dispute within a reasonable time, such dispute shall be settled by arbitration held in Los Angeles, California before a single arbitrator. Either party may serve upon the other a written demand for arbitration. The parties within ten (10) days thereafter or within such extended time as the parties may agree to in writing shall attempt to agree upon a mutually satisfactory arbitrator. If they are unable to agree, a neutral arbitrator shall be designated pursuant to Section 1281.6 of the California Code of Civil Procedure. Section 1283.05 of the California Code of Civil Procedure is specifically made applicable to this Agreement. The arbitrator's award shall be supported by law and substantial evidence and further the arbitrator shall issue written findings of fact and conclusions of law. The making of an award failing to comply with the requirements of the preceding sentence shall be deemed to be in

excess of the arbitrator's powers and the court shall vacate the award if after review it determines that the award cannot be corrected without affecting the merits of the decision upon the controversy submitted. Ex parte arbitration in the nature of a default hearing is expressly permitted provided the other party has received sufficient notice and an opportunity to respond, and the arbitrator so finds. The prevailing party shall be entitled to recover all reasonable costs of such proceeding, including, without limitation, attorneys' fees and costs incurred therein as well as all other costs of arbitration including the expenses of the arbitrator. Judgment upon the award may be entered in any court of competent jurisdiction.

ARTICLE 20

GENERAL

20.1 The captions used in this Agreement are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Agreement.

20.2 Any executed copy of this Agreement shall be deemed an original for all purposes.

20.3 Time is the essence for the performance of each covenant and term of this Agreement.

20.4 In case of any one or more of the provisions contained herein, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision has not been contained herein. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

20.5 The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either HSA or RTD. When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation or joint venture or other entity, and the singular includes the plural.

20.6 Each term or provision of this Agreement performable by either party shall be construed to be both a covenant and a condition, conferring upon the other party, in the event of breach of any such term or condition, the right to terminate this Agreement only pursuant to the provisions hereof. Any sums not paid when due hereunder shall bear interest unless otherwise specified at the maximum rate permitted by law from the date of written demand therefor.

20.7 The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted heirs, successors, and assigns.

20.8 The waiver by HSA or RTD of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

20.9 All remedies herein conferred upon HSA or RTD shall be deemed cumulative and no one remedy shall be exclusive of any other remedy herein conferred or created by law.

20.10 Unless otherwise provided, each party hereto agrees to act reasonably and in good faith with respect to the performance and fulfillment of the terms of each and every covenant and condition contained in this Agreement.

20.11 This Agreement may be recorded pursuant to the terms of the Master Agreement, and in such event RTD shall bear the cost of any transfer taxes, title premiums and other closing costs.

20.12 The parties hereto agree that nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or association between HSA and RTD, or cause either party to be responsible in any way for the debts or obligations of the other party.

20.13 This Agreement, and the Exhibits attached hereto, all of which are incorporated herein by this reference, constitute the entire agreement between the parties, and there are no agreements or representations between the parties except as expressed herein. All prior negotiations and agreements between HSA and RTD with respect to the subject matter hereof are superseded by this Agreement, including without limitation the Master Agreement. Except as otherwise provided herein, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

HOME SAVINGS OF AMERICA, a
California corporation

By: _____
Its: _____

By: _____
Its: _____

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SEC. 27281)

This is to certify that the interest in real property conveyed by the foregoing deed or grant from HOME SAVINGS OF AMERICA to the Southern California Rapid Transit District, a public corporation, is hereby accepted subject to all of the terms and provisions thereof by the undersigned on behalf of 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 _____ day of _____ 1985.

SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT

BY: _____

TITLE: _____

Approved as to form and substance

Legal Counsel for RTD

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as _____ and _____ on behalf of Home Savings of America, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public in and for said State

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as _____ and _____ on behalf of Southern California Rapid Transit District, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public in and for said State

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A1-176

THOSE PORTIONS OF LOT "A" OF TRACT NO. 1286, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18, PAGE 61 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

PARCEL A1-176-1 (PERMANENT AREA)

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT "A"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 37°41'27" EAST 64.03 FEET; THENCE SOUTH 52°18'59" EAST 125.93 FEET; THENCE NORTH 37°41'01" EAST 7.00 FEET; THENCE SOUTH 52°18'59" EAST 30.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT "A"; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 37°41'18" WEST 71.03 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 52°18'59" WEST 155.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,194 SQUARE FEET, MORE OR LESS, OF WHICH 1,455 SQUARE FEET IS WITHIN THE CITY OF LOS ANGELES STREET EASEMENT AS DESCRIBED IN INSTRUMENT NO. 2258, RECORDED JUNE 6, 1974 IN OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

THE UPPER ELEVATION LIMIT OF THE PERMANENT AREA HEREINABOVE DESCRIBED AS PARCEL A1-176-1 IS A HORIZONTAL PLANE HAVING AN ELEVATION OF 277.0 FEET ABOVE MEAN SEA LEVEL PER CITY OF LOS ANGELES BENCH MARK NO. 12-06430, ELEVATION 261.03 FEET (1975 ADJUSTMENT).

PARCEL A1-176-2 (PERMANENT AREA)

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT "A"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 37°41'27" EAST 70.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE NORTH 37°41'27" EAST 15.00 FEET; THENCE SOUTH 52°18'33" EAST 27.00 FEET; THENCE SOUTH 37°41'27" WEST 15.00 FEET; THENCE NORTH 52°18'33" WEST 27.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 405 SQUARE FEET, MORE OR LESS, OF WHICH 150 SQUARE FEET IS WITHIN THE CITY OF LOS ANGELES STREET EASEMENT AS DESCRIBED IN INSTRUMENT NO. 2258, RECORDED JUNE 6, 1974 IN OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

EXHIBIT "A"

to

EXHIBIT "5"

Page 1 of 6

PARCEL A-176-2 (PERMANENT AREA)--CONTINUED

THE UPPER ELEVATION LIMIT OF THE PERMANENT AREA HEREINABOVE DESCRIBED AS PARCEL A1-176-2 IS A HORIZONTAL PLANE HAVING AN ELEVATION OF 297.0 FEET ABOVE MEAN SEA LEVEL PER CITY OF LOS ANGELES BENCH MARK NO. 12-06430, ELEVATION 261.03 FEET (1975 ADJUSTMENT).

PARCEL A-176-3 (PERMANENT AREA)

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT "A"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT NORTH 37°41'27" EAST 90.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 37°41'27" EAST 25.50 FEET; THENCE SOUTH 52°22'44" EAST 31.25 FEET; THENCE SOUTH 37°41'27" WEST 25.54 FEET; THENCE NORTH 52°18'33" WEST 31.25 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 797 SQUARE FEET, MORE OR LESS, OF WHICH 255 SQUARE FEET IS WITHIN THE CITY OF LOS ANGELES STREET EASEMENT AS DESCRIBED IN INSTRUMENT NO. 2258, RECORDED JUNE 6, 1974 IN OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

THE UPPER ELEVATION LIMIT OF THE PERMANENT AREA HEREINABOVE DESCRIBED AS PARCEL A1-176-3 IS A HORIZONTAL PLANE HAVING AN ELEVATION OF 297.0 FEET ABOVE MEAN SEA LEVEL PER CITY OF LOS ANGELES BENCH MARK NO. 12-06430, ELEVATION 261.03 FEET (1975 ADJUSTMENT).

PARCEL A1-176-4 (PERMANENT SUBSURFACE AREA)

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT "A"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT NORTH 37°41'27" EAST 64.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 52°18'59" EAST 27.00 FEET; THENCE NORTH 37°41'27" EAST 6.42 FEET; THENCE NORTH 52°18'33" WEST 27.00 FEET TO SAID NORTHWESTERLY LINE OF SAID LOT "A"; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 37°41'27" WEST 6.42 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 173 SQUARE FEET, MORE OR LESS, OF WHICH 64 SQUARE FEET IS WITHIN THE CITY OF LOS ANGELES STREET EASEMENT AS DESCRIBED IN INSTRUMENT NO. 2258, RECORDED JUNE 6, 1974 IN OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

THE UPPER ELEVATION LIMIT OF THE PERMANENT SUBSURFACE AREA HEREINABOVE DESCRIBED AS PARCEL A1-176-4 IS A HORIZONTAL PLANE HAVING AN ELEVATION OF 276.0 FEET ABOVE MEAN SEA LEVEL PER CITY OF LOS ANGELES BENCH MARK NO. 12-06430, ELEVATION 261.03 FEET (1975 ADJUSTMENT).

PARCEL A1-176-5 (PERMANENT SUBSURFACE AREA)

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT "A"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 37°41'27" EAST 85.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 52°18'33" EAST 27.00 FEET; THENCE SOUTH 37°41'27" WEST 3.00 FEET; THENCE SOUTH 52°18'33" EAST 4.25 FEET; THENCE NORTH 37°41'27" EAST 8.50 FEET; THENCE NORTH 52°18'33" WEST 31.25 FEET TO SAID NORTHWESTERLY LINE OF SAID LOT "A"; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 37°41'27" WEST 5.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 185 SQUARE FEET, MORE OR LESS, OF WHICH 55 SQUARE FEET IS WITHIN THE CITY OF LOS ANGELES STREET EASEMENT AS DESCRIBED IN INSTRUMENT NO. 2258, RECORDED JUNE 6, 1974 IN OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

THE UPPER ELEVATION LIMIT OF THE PERMANENT SUBSURFACE AREA HEREINABOVE DESCRIBED AS PARCEL A1-176-5 IS A HORIZONTAL PLANE HAVING AN ELEVATION OF 276.0 FEET ABOVE MEAN SEA LEVEL PER CITY OF LOS ANGELES BENCH MARK NO. 12-06430, ELEVATION 261.03 FEET (1975 ADJUSTMENT).

PARCEL A1-176-6 (AIR SPACE)

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT "A"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 37°41'27" EAST 64.03 FEET; THENCE SOUTH 52°18'59" EAST 27.00 FEET; THENCE SOUTH 37°41'27" WEST 13.00 FEET; THENCE SOUTH 52°18'59" EAST 67.93 FEET; THENCE SOUTH 37°41'18" WEST 40.17 FEET; THENCE SOUTH 52°18'59" EAST 36.00 FEET; THENCE NORTH 37°41'18" EAST 50.17 FEET; THENCE NORTH 52°18'59" WEST 5.00 FEET; THENCE NORTH 37°41'01" EAST 10.00 FEET; THENCE SOUTH 52°18'59" EAST 30.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT "A"; THENCE SOUTH 37°41'18" WEST 26.03 FEET ALONG SAID SOUTHEASTERLY LINE; THENCE NORTH 52°18'59" WEST 10.00 FEET; THENCE SOUTH 37°41'18" WEST 45.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT "A"; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 52°18'59" WEST 145.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,962 SQUARE FEET, MORE OR LESS, OF WHICH 1,405 SQUARE FEET IS WITHIN THE CITY OF LOS ANGELES STREET EASEMENT AS DESCRIBED IN INSTRUMENT NO. 2258, RECORDED JUNE 6, 1974 IN OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

THE LOWER AND UPPER ELEVATION LIMITS OF THE AREA HEREINABOVE DESCRIBED AS PARCEL A1-176-6 ARE HORIZONTAL PLANES HAVING ELEVATIONS OF 277.0 FEET AND 297.0 FEET RESPECTIVELY, ABOVE MEAN SEA LEVEL PER CITY OF LOS ANGELES BENCH MARK NO. 12-06430, ELEVATION 261.03 FEET (1975 ADJUSTMENT).

PARCEL A1-176-7 (AIR SPACE)

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT "A"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT NORTH 37°41'27" EAST 64.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 52°18'59" EAST 27.00 FEET; THENCE NORTH 37°41'27" EAST 6.42 FEET; THENCE NORTH 52°18'33" WEST 27.00 FEET TO SAID NORTHWESTERLY LINE OF SAID LOT "A"; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 37°41'27" WEST 6.42 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 173 SQUARE FEET, MORE OR LESS, OF WHICH 64 SQUARE FEET IS WITHIN THE CITY OF LOS ANGELES STREET EASEMENT AS DESCRIBED IN INSTRUMENT NO. 2258, RECORDED JUNE 6, 1974 IN OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

THE LOWER AND UPPER ELEVATION LIMITS OF THE AREA HEREINABOVE DESCRIBED AS PARCEL A1-176-7 ARE HORIZONTAL PLANES HAVING ELEVATIONS OF 276.0 FEET AND 297.0 FEET RESPECTIVELY, ABOVE MEAN SEA LEVEL PER CITY OF LOS ANGELES BENCH MARK NO. 12-06430, ELEVATION 261.03 FEET (1975 ADJUSTMENT).

PARCEL A1-176-8 (AIR SPACE)

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT "A"; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 37°41'27" EAST 85.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 52°18'33" EAST 27.00 FEET; THENCE SOUTH 37°41'27" WEST 3.00 FEET; THENCE SOUTH 52°18'33" EAST 4.25 FEET; NORTH 37°41'27" EAST 8.50 FEET; THENCE NORTH 52°18'33" WEST 31.25 FEET TO SAID NORTHWESTERLY LINE OF SAID LOT "A"; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 37°41'27" WEST 5.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 185 SQUARE FEET, MORE OR LESS, OF WHICH 55 SQUARE FEET IS WITHIN THE CITY OF LOS ANGELES STREET EASEMENT AS DESCRIBED IN INSTRUMENT NO. 2258, RECORDED JUNE 6, 1974 IN OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

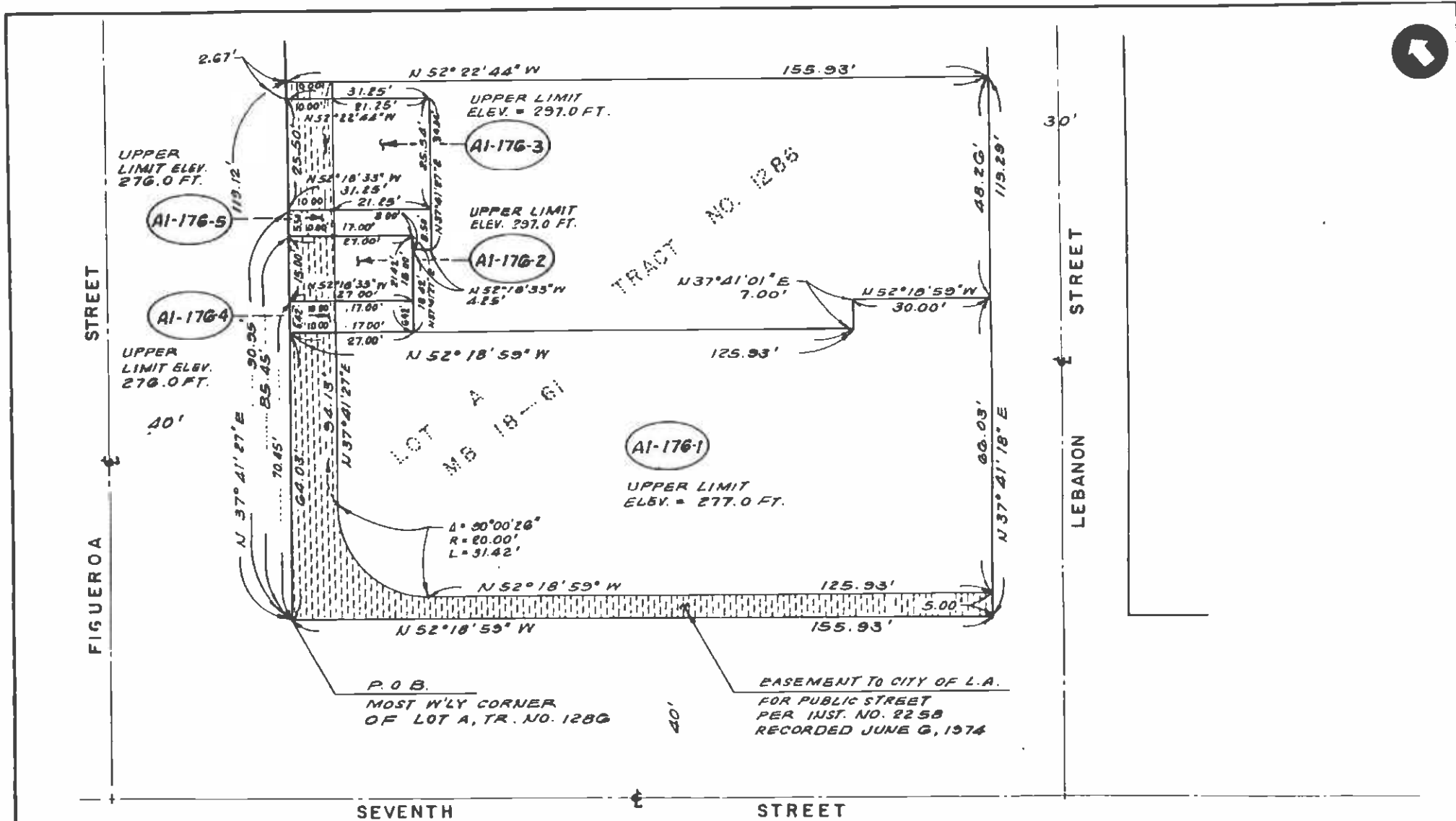
THE LOWER AND UPPER ELEVATION LIMITS OF THE AREA HEREINABOVE DESCRIBED AS PARCEL A1-176-8 ARE HORIZONTAL PLANES HAVING ELEVATIONS OF 276.0 FEET AND 297.0 FEET RESPECTIVELY, ABOVE MEAN SEA LEVEL PER CITY OF LOS ANGELES BENCH MARK NO. 12-06430, ELEVATION 261.03 FEET (1975 ADJUSTMENT).

EXHIBIT "A"

to

EXHIBIT "5"

Page 4 of 6



BENCH MARK:

CITY OF L.A. NO. 12-06430
ELEVATION = 261.03(1975 ADJ.)

EXHIBIT "A"
to
EXHIBIT "5"
Page 5 of 6

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT
METRO RAIL PROJECT

DMJM / PBOD / KE / HWA
A Joint Venture

PREPARED BY: L. S. 3428

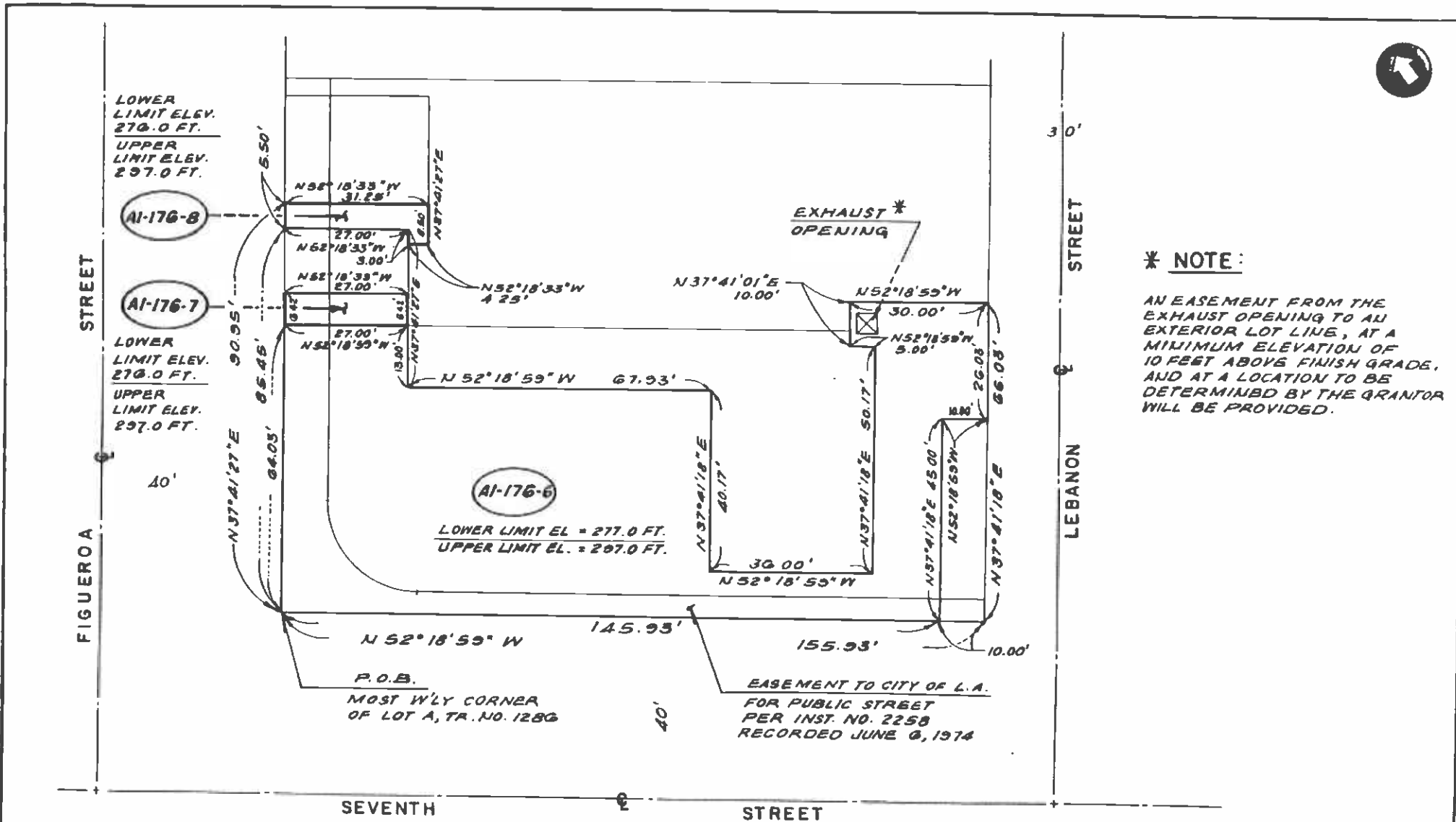
PLAT TO ACCOMPANY
LEGAL DESCRIPTION
SHEET 1 OF 2
PARCELS
AI-176-1 THRU-AI-176-8

DESIGN UNIT / CONTRACT NO.
A165

SCALE
1" = 20'

DATE
10-23-85

REV DATE
REV NO.



*** NOTE:**
 AN EASEMENT FROM THE EXHAUST OPENING TO AN EXTERIOR LOT LINE, AT A MINIMUM ELEVATION OF 10 FEET ABOVE FINISH GRADE, AND AT A LOCATION TO BE DETERMINED BY THE GRANOR WILL BE PROVIDED.

BENCH MARK:
 CITY OF L.A. NO. 12-06430
 ELEVATION = 261.03 (1975 ADJ.)

EXHIBIT "A"
 to
 EXHIBIT "5"
 Page 6 of 6

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT
 METRO RAIL PROJECT

DMJM / PBQD / KE / HWA
 A Joint Venture

PREPARED BY: L.S. 3022

PLAT TO ACCOMPANY
 LEGAL DESCRIPTION
 SHEET 2 OF 2
 PARCELS
 AI-176-1 THRU AI-176-8

ORDER UNIT / CONTRACT NO.	AIG5
SCALE	1" = 20'
DATE	11-13-85
REV DATE	
REV NO.	

EXHIBIT "B"

Description of Easement Area

[To Be Inserted Pursuant to the
Escrow Instructions Attached To
The Master Agreement]

ESCROW INSTRUCTIONS

Ticor Title Insurance Company
333 South Grand Avenue
Suite 700
Los Angeles, California 90071

Attention: _____

Re: Escrow No. 8102959

Gentlemen:

This letter shall constitute your Escrow Instructions in connection with the above-referenced Escrow:

A. Concurrent Deliveries. The undersigned, Southern California Rapid Transit District ("RTD") and Home Savings of America ("HSA") hereby deposit into the above-referenced escrow ("Escrow") the following documents enclosed herewith:

1. Fully executed Agreement dated November 27, 1985 by and between HSA and RTD.
2. Fully executed and acknowledged Construction Easement ("Construction Easement") from HSA and accepted by RTD in the form shown on Exhibit 4 of the Agreement.
3. Fully executed and acknowledged Perpetual Easement Agreement ("Perpetual Easement Agreement") from HSA and accepted by RTD in the form shown on Exhibit 5 of the Agreement, but without Exhibit "B" thereto.
4. A description of the Easement Area if the Metro Rail Improvements are constructed in accordance with Plan A (the "Plan A Easement Area").
5. Fully executed version of a Request for Dismissal ("Request for Dismissal") in the form shown on Exhibit 9 of the Agreement.

B. Future Deliveries. On or before May 31, 1986, HSA and RTD shall deposit into Escrow a legal description of the Easement Area prepared on the assumption that the Metro Rail Improvements are constructed by HSA according to Plan B (the "Plan B Easement Area").

re:11/12/85
0133E/ A0037-004

EXHIBIT "6"

C. Actions by Escrow Holder.

1. If RTD's Notice is Delivered. If at any time following May 31, 1986 RTD delivers to Escrow Holder the Notice in the form attached as Exhibit 7 to the Agreement, Escrow Holder shall:

(a) record the Construction Easement in the Official Records of Los Angeles County sixty (60) days following Escrow Holder's receipt of the Notice, or upon such earlier date as HSA may direct in writing if HSA does deliver such written instructions to Escrow Holder;

(b) record the Perpetual Easement Agreement (with the Plan A Easement Area attached to the Perpetual Easement Agreement as Exhibit "B" unless RTD directs Escrow Holder that the Plan B Easement Area should be attached in lieu thereof as Exhibit "B") on such date as either HSA or RTD deposits with Escrow Holder a certification jointly executed by HSA's project architect (Albert C. Martin Associates, AIA) and RTD's construction consultant (P. D. C. D., a joint venture) certifying that the Metro Rail Improvements are substantially completed in accordance with Plan A (or Plan B if RTD has elected to construct the Metro Rail Improvements in accordance therewith); and

(c) deliver the Request for Dismissal to HSA for filing following recordation of the Perpetual Easement Agreement.

2. If RTD's Notice is Not Delivered. If Escrow Holder does not receive the Notice as described in Paragraph C.1 above, Escrow Holder shall continue to hold all documents deposited in Escrow until either HSA or RTD deposits a certification jointly executed by Albert C. Martin Associates, AIA and P.D.C.D., a joint venture, certifying that the Metro Rail Improvements have been substantially completed in accordance with Plan B. Upon receipt of such certification, Escrow Holder shall take the following actions:

(a) return the original Construction Easement to HSA for cancellation;

(b) record the Perpetual Easement Agreement (with the Plan B Easement Area attached thereto as Exhibit "B") in the Official Records of Los Angeles County;

(c) deliver the Request for Dismissal to HSA for filing; and

(d) deliver the Plan A Easement Area to RTD.

3. Issuance of Title Policy. Following the recordation of the Perpetual Easement Agreement pursuant to either Paragraph C.1 or C.2 above, Escrow Holder shall cause Ticor Title Insurance Company to issue to RTD a CLTA Standard Coverage Policy of Title Insurance with a liability amount to be subsequently determined by RTD, insuring the Easement described in the Perpetual Easement Agreement vested in RTD as of the date of recordation of the Perpetual Easement Agreement.

D. Payment of Costs and Expenses. RTD shall be solely responsible for the payment of all costs and expenses incurred in connection with this Escrow and the actions to be taken by Escrow Holder in connection herewith, including, without limitation, the payment of all recording charges, documentary transfer taxes, escrow fees, and title insurance premiums.

E. Miscellaneous. Escrow Holder's General Conditions are incorporated herein by this reference, but only to the extent that same are consistent with the provisions of these Escrow Instructions, and to the extent that there is any inconsistency, these Escrow Instructions shall govern. Copies of any notices or other documents not mutually delivered by HSA and RTD to Escrow Holder shall be sent by Escrow Holder to the party not delivering same at the addresses for such party set forth in the Agreement. This Escrow shall close following Escrow Holder's compliance with the Instructions stated herein. Escrow Holder is authorized to rely upon these Escrow Instructions until any amendment or amendments hereto are delivered to Escrow Holder which have been jointly executed by RTD and HSA. Kindly indicate your agreement to comply with these Instructions by executing two (2) copies of

these Escrow Instructions and returning one (1) copy each to HSA and RTD.

EXECUTED this ____ day of _____ 1985.

HOME SAVINGS OF AMERICA

SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

APPROVED AS TO FORM AND SUBSTANCE:

Legal Counsel for RTD

AGREED:

TICOR TITLE INSURANCE COMPANY

By: _____

Its: _____

Dated: _____

NOTICE OF EXERCISE OF OPTION

THIS NOTICE OF EXERCISE OF OPTION (the "Notice") is given by the Southern California Rapid Transit District ("RTD"), to Home Savings of America ("HSA") and TICOR Title Insurance Company ("Escrow Holder"), in accordance with the terms and conditions of an agreement by and between RTD and HSA dated November 27, 1985 (the "Agreement"). Subject to the terms of the Agreement, HSA has agreed to grant to RTD certain Easements burdening property owned by HSA for use in connection with the construction and operation of the "Metro Rail Project" (as that term is defined in the Agreement), upon the satisfaction of the terms and conditions set forth therein. Except as otherwise set forth herein, defined terms in this Notice shall have the same meaning as set forth in the Agreement.

1. Exercise of Option by RTD.

RTD hereby exercises its option to acquire the Easements and directs Escrow Holder to record the Easements in accordance with the Escrow Instructions. Delivery of the Easements and possession of the real property described therein shall be effective sixty (60) days from the date hereof.

2. Satisfaction of Conditions.

RTD hereby represents and warrants to HSA and Escrow Holder that all of the terms and conditions in the Agreement required to be satisfied prior to the exercise of its

option to acquire the Easements have been satisfied, including but not limited to the following conditions:

(a) RTD has, in connection with obtaining financing from the United States Department of Transportation through the Urban Mass Transportation Administration (collectively, the "Government") pursuant to Section 3 of the Transportation Act of 1964, as amended, for the construction of the Metro Rail Project, (i) received and accepted a letter of intent with the Government and shall have sold Grant Anticipation Notes in reliance thereon prior to the effectiveness of the delivery of the Easements, or (ii) executed a full funding contract or other agreement with the Government subject to no material conditions precedent to the Government's obligation to provide all funds necessary to promptly commence and complete construction of the Metro Rail Project, or (iii) obtained a Grant or Order for Disbursement, subject to no material conditions precedent, to provide all funds necessary to promptly commence and complete construction of the Metro Rail Project and shall have actually received a material disbursement thereon; and

(b) (i) HSA has failed to timely complete the Construction Documents and obtain RTD's approval thereof in accordance with the Agreement; or (ii) HSA has failed to

commence construction of the Metro Rail Improvements by the Commencement Date in accordance with the Agreement.

THIS NOTICE OF EXERCISE OF OPTION is given this ____ day of _____, 198__.

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT, a public corporation of the State of California

By: _____

Its _____

1 THOMAS BAGGOT, ESQ.
2 31812 Sepulveda Blvd., Suite 450
3 Torrance, California 90505

4 PROFESSOR GIDEON KANNER
5 1441 West Olympic Blvd., Room 303
6 Los Angeles, California 90015

7 ALLEN, MATKINS, LECK, GAMBLE & MALLORY
8 515 South Figueroa Street, 8th Floor
9 Los Angeles, California 90071-3398

10 Attorneys for Defendant

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

11	SOUTHERN CALIFORNIA RAPID)	NO. C 543-029
12	TRANSIT DISTRICT,)	
13	Plaintiff,)	STIPULATION RE SETTLEMENT
14	vs.)	
15	HOME SAVINGS AND LOAN)	
16	ASSOCIATION, et al.)	
17	Defendants.)	

18
19 Whereas this action was commenced by plaintiff to
20 acquire the fee simple title in and to the property described
21 in the Complaint ("Property") and owned by defendant HOME
22 SAVINGS & LOAN ASSOCIATION ("HOME SAVINGS"); and

23 Whereas, HOME SAVINGS has proposed a plan whereby the
24 Property would be jointly used by plaintiff and HOME SAVINGS
25 which plan provides for the retention of ownership of fee title
26 by HOME SAVINGS and the granting of certain easements to
27 plaintiff; and

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0069X/ A0037-004

1 Whereas, the parties have entered into a settlement
2 agreement ("Agreement") providing for such joint use which
3 agreement is dated November 27, 1985, a copy of which is
4 attached hereto marked Exhibit "A"; and

5 Whereas, said Agreement provides for dismissal of the
6 within action upon performance of each and every condition of
7 said Agreement by both parties; and

8 Whereas, the parties desire to defer any further
9 proceedings in the within action pending the completion of
10 performance of the terms and conditions of the said agreement;

11 NOW, THEREFORE, IT IS HEREBY STIPULATED by and between
12 the parties through their respective counsel of record as
13 follows:

14 1. That full performance of the terms and conditions
15 of the Agreement shall constitute full settlement of the within
16 action.

17 2. That upon full performance of all of the terms
18 and conditions of said Agreement, the within action shall be
19 dismissed with each party bearing its own costs.

20 3. That pending performance of the terms and
21 conditions of said Agreement, no further steps will be taken by
22 either party to prosecute this proceeding and any Court
23 appearances shall be taken off calendar.

24 4. That in the event the terms and conditions of the
25 Agreement are not fulfilled and it is necessary to commence
26 full prosecution of the within litigation, the date of value
27 shall be the date of deposit in Court, August 29, 1985.

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1 5. That the Complaint shall be deemed amended to
2 incorporate, as though fully set forth therein, that certain
3 "Amended Resolution of Necessity to Condemn Real Property"
4 adopted by the Board of Directors of the SOUTHERN CALIFORNIA
5 RAPID TRANSIT DISTRICT on November 14, 1985.

6 6. That said Amended Resolution sets forth that the
7 public interest and necessity require the interests described
8 therein and that irrespective of the ultimate performance, or
9 non-performance, of the parties of the Agreement, the interests
10 described in said Amended Resolution shall be the only
11 interests to be acquired by plaintiff.

12 7. That irrespective of the ultimate performance, or
13 non-performance of the Agreement, the incorporation into the
14 Complaint of the amended description shall not be deemed to
15 constitute an abandonment or partial abandonment of the
16 proceedings by plaintiff.

17 8. That irrespective of the ultimate performance, or
18 non-performance, of the Agreement, HOME SAVINGS hereby waives
19 any challenge to the "Right to Take" by plaintiff of the
20 interests sought to be acquired and further agrees that the
21 acquisition of such interests is for a public use and necessary
22 for such public use. HOME SAVINGS continues to deny, and
23 plaintiff continues to assert, that a fee taking of the
24 property, as described in Exhibit "A" to the Complaint, is
25 either: (1) for a public use; (2) is necessary for plaintiff's
26 project; or (3) is planned and located in the manner most
27 compatible with the greatest public good and the least private
28 injury. HOME SAVINGS continues to assert, and plaintiff

1 continues to deny, that plaintiff's resolution of necessity
2 adopted on April 11, 1985 was influenced and effected by a
3 gross abuse of discretion within the meaning of Code of Civil
4 Procedure Section 1245.255 and is an excess taking, all as
5 alleged in its Answer filed herein on October 24, 1985.

6 9. That the funds previously deposited by plaintiff
7 with the Court as security for the issuance of the Order for
8 Prejudgment Possession heretofore issued on August 29, 1985,
9 may be withdrawn, ex parte, by plaintiff at any time.

10 Notwithstanding any such withdrawal, the said Order for
11 Prejudgment Possession shall remain in full force and effect
12 until either the Agreement is fully performed or the within
13 eminent domain proceeding is ultimately terminated, provided,
14 however, plaintiff may take possession of only those interests
15 in the Property to which plaintiff is entitled under the terms
16 and conditions of the Agreement, and only under the limited
17 circumstances provided for in the Agreement, including but not

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1 limited to the satisfaction of the conditions described in the
2 "Notice" (as that term is defined in the Agreement).

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Dated: December __, 1985

OLIVER, STOEVER & LASKIN

By: _____
Richard Laskin
Attorneys for Plaintiff

Dated: December __, 1985

THOMAS G. BAGGOT

GIDEON KANNER

ALLEN, MATKINS, LECK, GAMBLE
& MALLORY

By: _____
Thomas G. Baggot
Attorneys for Defendant
HOME SAVINGS & LOAN
ASSOCIATION

Name, Address and Telephone No. of Attorney(s)

Space Below Use of Court Clerk Only

RICHARD LASKIN
OLIVER, STOEVER & LASKIN
1000 Sunset Boulevard
Los Angeles, California 90012
(213) 250-2043

Attorney(s) for Plaintiff SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT

..... SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
(SUPERIOR, MUNICIPAL, or JUSTICE)

(Name of Municipal or Justice Court District or of branch court, if any)

Plaintiff(s): SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT,

Defendant(s): HOME SAVINGS AND LOAN
ASSOCIATION, et al.

(Abbreviated Title)

CASE NUMBER C 543 029

REQUEST FOR DISMISSAL
TYPE OF ACTION

- Personal Injury, Property Damage and Wrongful Death:
 - Motor Vehicle Other
- Domestic Relations Eminent Domain
- Other: (Specify)

TO THE CLERK: Please dismiss this action as follows: (Check applicable boxes.)

- 1. With prejudice Without prejudice
- 2. Entire action Complaint only Petition only Cross-complaint only
- Other: (Specify)*

Entire action dismissed as to all defendants, including Home Savings of America (erroneously sued as Home Savings and Loan Association).

RICHARD LASKIN
OLIVER, STOEVER & LASKIN

Dated: November , 1985

By: _____
Attorney(s) for Plaintiff SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT

Richard Laskin, Esq.
(Type or print attorney(s) name(s))

*If dismissal requested is of specified parties only, of specified causes of action only or of specified cross-complaints only, so state and identify the parties, causes of action or cross-complaints to be dismissed.

TO THE CLERK: Consent to the above dismissal is hereby given.**

PROFESSOR GIDEON KANNER
THOMAS G. BAGGOT
ALLEN, MATKINS, LECK, GAMBLE & MALLORY
By: _____

Dated: _____

Attorney(s) for Defendant HOME SAVINGS OF AMERICA

Thomas G. Baggot, Esq.
(Type or print attorney(s) name(s))

**When a cross-complaint (or Response (Marriage) seeking affirmative relief) is on file, the attorney(s) for the cross-complainant (respondent) must sign this consent when required by CCP 581(1), (2) or (5).

(To be completed by clerk)

- Dismissal entered as requested on
- Dismissal entered on as to only
- Dismissal not entered as requested for the following reason(s), and attorney(s) notified on

_____, Clerk

Dated: _____

By _____, Deputy