

PERMANENT AGREEMENT

BETWEEN

Southern Pacific Company

Southern Pacific Railroad Company

**The Atchison, Topeka and Santa Fe
Railway Company**

Union Pacific Railroad Company

AND

**Los Angeles & Salt Lake
Railroad Company**

DATED: APRIL 25, 1938

*Permanent Agreement covering the construction,
maintenance and operation of Los Angeles
Union Passenger Terminal. (LAUPT.)*

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DATED: APRIL 15, 1938

***Permanent Agreement covering the construction,
maintenance and operation of Los Angeles
Union Passenger Terminal. (LAUPT.)***

**PERMANENT AGREEMENT COVERING THE CONSTRUCTION,
MAINTENANCE AND OPERATION OF LOS ANGELES
UNION PASSENGER TERMINAL.**

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AGREEMENT made as of the 15th day of April, 1938, by and between SOUTHERN PACIFIC COMPANY, a Kentucky corporation (hereinafter called "Southern Pacific"), SOUTHERN PACIFIC RAILROAD COMPANY, a corporation organized and consolidated under the laws of California, Arizona, and New Mexico, THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation (hereinafter called "Santa Fe"), UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called "Union Pacific"), and LOS ANGELES & SALT LAKE RAILROAD COMPANY, a Utah corporation (hereinafter called "Salt Lake"):

RECITALS:

RELATIONSHIP OF PARTIES.

Recital 1. Since long prior to the earliest date herein mentioned, Southern Pacific Railroad Company has owned a railroad which has been leased to and operated by Southern Pacific; Santa Fe has owned a railroad which it has operated; and Salt Lake has owned a railroad which was operated by it until January 1, 1936, and which since has been leased to and operated by Union Pacific. Each of said railroads extends into and through the City of Los Angeles, California.

**RAILROAD COMMISSION DECISION OF
JULY 8, 1927.**

Recital 2. By Decision No. 18,593 of July 8, 1927 (30 C. R. C. 151), the Railroad Commission of the State of California (hereinafter called "Railroad Commission") ordered Southern Pacific, Santa Fe and Salt Lake to construct and operate a union passenger terminal within that portion of the City of Los Angeles, California, bounded by

Commercial Street, North Main Street, Redondo (Rondout) Street, Alhambra Avenue, and the Los Angeles River, and also to make such additions, extensions, improvements and changes in or abandonments of existing railroad facilities as might be reasonably necessary and incidental to the use of such union passenger terminal, conditioned, however, upon the entry by the Interstate Commerce Commission of an order (thereafter on May 8, 1928, made in Finance Docket No. 14,778, 142 I. C. C. 489) containing appropriate findings and certificates covering the said construction, extensions and abandonments. Said order of the Railroad Commission was upheld by the Supreme Court of California on May 27, 1930 (209 Cal. 460; 288 P. 775) and on May 18, 1931 (283 U. S. 380) by the Supreme Court of the United States.

PRELIMINARY AGREEMENT OF SEPTEMBER 11, 1933, BETWEEN RAILROADS.

Recital 3. Under date of September 11, 1933, Southern Pacific, Santa Fe, and Salt Lake entered into an agreement, joined in by Southern Pacific Railroad Company (therein and hereinafter called "Preliminary Agreement"), which, among other things, provided in a general way for the construction, use and operation of a union passenger terminal (hereinafter called "Terminal") at Los Angeles, California, in accordance with whichever of two general plans—the North Broadway Plan or the Set-Back Plan—should be approved by the Railroad Commission upon application to be filed by the Santa Fe and Salt Lake.

RAILROAD COMMISSION DECISION OF OCTOBER 4, 1933, APPROVING SET-BACK PLAN AND APPORTIONING GRADE SEPARATION COSTS.

Recital 4. The application to the Railroad Commission provided by the Preliminary Agreement was thereupon filed

and after hearing the Railroad Commission on October 4, 1933 made its Decision No. 26,399 (39 C. R. C. 25), approving the said Set-Back Plan and ordering and directing Southern Pacific and Southern Pacific Railroad Company (a) to join with the Santa Fe and Salt Lake in constructing and operating a union passenger terminal in conformance with said Set-Back Plan, (b) to abandon and discontinue operating their passenger station in Los Angeles at the Arcade site (also known as Central Station site), and (c) to abandon and discontinue the use of, and remove, all their tracks and other facilities south of College Street and College Street extended easterly, and within the limits of such Terminal, not necessary or useful in the operation thereof; and also ordering and directing the City of Los Angeles to contribute the sum of not to exceed \$1,000,000 to the cost of all grade separation, grading and street paving necessary in connection with said union passenger terminal under said Set-Back Plan.

GRADE SEPARATION ORDER OF
NOVEMBER 14, 1933.

Recital 5. By Decision No. 26,532 of November 14, 1933 (39 C. R. C. 109), as modified by Decision No. 28,225 of September 16, 1935, the Railroad Commission,

- (a) authorized and directed Southern Pacific, Southern Pacific Railroad Company, Santa Fe and Salt Lake to extend the Terminal track system over Macy Street and an extension of Queirolo Street (now Vignes Street), therein described, by means of bridges and subways, thus separating the grades of said track system and said streets;
- (b) enumerated the various items of work to be done in carrying out such grade separation projects, including relocation of any public utility structures which the City of Los Angeles might be legally obligated to move; and

- (c) apportioned to the City of Los Angeles the entire cost of said grade separations up to but not to exceed the sum of One Million Dollars (\$1,000,000).

**GRADE SEPARATION CONTRACT OF FEBRUARY 5,
1936, BETWEEN RAILROADS AND CITY.**

Recital 6. Under date of February 5, 1936, an agreement (hereinafter called "Grade Separation Agreement") was entered into by the City of Los Angeles, Southern Pacific, Southern Pacific Railroad Company, Santa Fe and Salt Lake, joined in by Union Pacific, which, among other things, provided:

- (a) for the submission to the Railroad Commission of plans and specifications for the Macy Street and Queirolo Street (now Vignes Street) grade separations, for the construction of said grade separations and the performance of other street work necessary or desirable in connection with Terminal construction; and
- (b) for the vacation of all portions of existing streets within the Terminal area, except that portion of Macy Street within the Terminal area, and except also the small triangular portion of Date Street at the westerly portal of the proposed Queirolo Street (now Vignes Street) subway which lies within the limits of the proposed Queirolo Street (now Vignes Street) extension and easterly of the westerly Terminal boundary line; and
- (c) also for certain street vacations outside the Terminal area, including portions (shown on Exhibit A hereinafter in Recital 10 described) of Alhambra Avenue (easterly and westerly of, and adjoining, the Terminal area) and of Leroy, Bloom and Rondout Streets northerly of and adjoining Alhambra Avenue.

TERMINAL TO BE JOINT FACILITY.

Recital 7. The Preliminary Agreement provided that the Terminal should be owned and the cost of acquiring and constructing it borne by the parties thereto in the following undivided proportions: Southern Pacific, 44%; Santa Fe, 33%; Salt Lake, 23%; but left open the question of whether such ownership should be direct or represented by stock in a new corporation. Shortly after execution of the Preliminary Agreement it was agreed by the parties thereto that title to the Terminal property should be vested in said railroads direct, and that the Terminal should be constructed, used and operated as a joint facility.

TERMINAL AGENCY.

Recital 8. Soon after it had been agreed that the Terminal should be a joint facility, an agency known as the Los Angeles Union Passenger Terminal (hereinafter called "Terminal Agency") was created, which was authorized to carry on and has carried on the work of constructing the Terminal and, as hereinafter provided, shall complete construction of, and manage, operate, maintain and renew the Terminal.

TERMINAL PLANS.

Recital 9. The Terminal Agency has prepared in part and is now completing detailed plans and specifications (hereinafter called "Plans") for constructing the Terminal, which said Plans, when completed, shall constitute a part of this agreement as fully as if set forth at length herein or attached as an exhibit hereto, and be kept on file at such place as shall be designated by the Terminal Agency.

EXHIBIT A.

Recital 10. The map hereto attached, marked "Exhibit A" and hereby made a part hereof, among other things shows:

- (a) Enclosed in heavy black lines the area (hereinafter called "Terminal Area") upon which the Terminal is located;
- (b) The general location of the Terminal facilities;
- (c) The Southern Pacific Railroad Company Continuity Track in Recital 11 described, which is indicated by red line;
- (d) The exclusive track connections outside the Terminal Area, to be owned by Southern Pacific Railroad Company, Santa Fe and Salt Lake, respectively;
- (e) Those portions outside the Terminal Area of Alhambra Avenue (easterly and westerly of and adjoining the Terminal Area) and of Leroy, Bloom and Round-out Streets northerly of and adjoining Alhambra Avenue, to be vacated and owned as provided in Section 7 hereof.

PROPERTY HERETOFORE ACQUIRED—
CONTINUITY TRACK.

Recital 11. Except for streets to be vacated, all the lands within the Terminal Area, and the improvements which were thereon when Terminal construction began, including railroad tracks and appurtenances of Southern Pacific Railroad Company, heretofore have been aquired and paid for, and title thereto vested as provided in Recital 7, except that the Terminal Agency is to construct or relocate for Southern Pacific Railroad Company certain tracks shown on Terminal drawing number 488, bearing revised date of August 4, 1937, a copy of which is on file in the offices of the respective Chief Engineers of the parties hereto and identified by all their signatures. One of said relocated tracks will extend from connections at the easterly boundary line of the Terminal Area

with the two existing El Paso main line tracks of Southern Pacific Railroad Company, westerly to the northerly boundary line of the Terminal Area and beyond to connections with existing Southern Pacific Railroad Company tracks in Alhambra Avenue and Rondout Street. The portion of said last described track within the Terminal Area is hereinafter called "Continuity Track".

PERMANENT AGREEMENT.

Recital 12. The Preliminary Agreement of September 11, 1933, provided for the future execution of a Permanent Agreement, setting forth more specifically the respective rights and obligations of the parties with respect to the Terminal; and accordingly the parties hereto now desire to enter into this Permanent Agreement in which are set forth their final and complete agreements as to the construction, ownership, use, and operation of the Terminal, and the making of changes therein and additions and betterments thereto.

PROPRIETARY COMPANIES.

Recital 13. Southern Pacific, Santa Fe, and Union Pacific are hereinafter for convenience collectively called "Proprietary Companies".

AGREEMENT:

NOW, THEREFORE, the parties hereto agree as follows:

OWNERSHIP PERCENTAGE.

Section 1. As used herein "Ownership Percentage" of any Proprietary Company means in the case of Southern Pacific, 44%; in the case of Santa Fe, 33%; and in the case of Union Pacific, 23%.

UNION PACIFIC TO BE TREATED AS USER OF
TERMINAL AND AS OWNER OF SALT
LAKE'S 23% INTEREST THEREIN:
SOUTHERN PACIFIC TO BE TREATED AS
USER AND OWNER OF CONTINUITY
TRACK.

Section 2. Unless and until Salt Lake resumes possession of its railroad and property and is substituted in the place and stead of Union Pacific herein, as provided in Section 36 hereof, Union Pacific, as between it and Southern Pacific and Santa Fe, shall be treated and considered as though it had in the Terminal not only user rights and obligations but also the rights and obligations of a 23% owner, without however in any way changing the ownership of Salt Lake in and to the Terminal.

Unless and until Southern Pacific Railroad Company resumes possession of its railroad and property and is substituted in the place and stead of Southern Pacific herein, as provided in Section 36 hereof, Southern Pacific, as between it and Santa Fe and Union Pacific, shall be treated and considered as though it not only used but also owned the Continuity Track, without however in any way changing the ownership of Southern Pacific Railroad Company in and to said Continuity Track and the right of Southern Pacific Railroad Company, its successors, assigns, and lessees, to use and to operate over and upon said Continuity Track.

Nothing contained in this Section 2 shall relieve or release either the Salt Lake or the Southern Pacific Railroad Company from any of their respective obligations under the orders of the Interstate Commerce Commission or the Railroad Commission referred to in the Recitals hereof.

COST OF TERMINAL ACQUISITION AND CONSTRUCTION.

Section 3. When the Preliminary Agreement was made Southern Pacific owned certain lands and improvements thereon within the Terminal Area south of Macy Street, in which the Santa Fe has acquired through condemnation proceedings, purchase and conveyances from Southern Pacific an undivided 33% interest and the Salt Lake has acquired from Southern Pacific an undivided 23% interest and the Southern Pacific has retained an undivided 44% interest. For the purpose of this agreement the Southern Pacific shall be deemed to have paid in property for Terminal acquisition and construction purposes a sum amounting to 44/56 of the amounts paid by Santa Fe and Salt Lake for their respective 33% and 23% interests in said lands and improvements; and the amounts so paid for said property shall be recorded in the Capital Advance account provided for by Section 21 hereof.

When the Preliminary Agreement was made the Southern Pacific Railroad Company also owned certain lands and improvements thereon in the Terminal Area south of Macy Street but the same have been acquired, through condemnation proceedings and conveyances, by Southern Pacific, Santa Fe and Salt Lake on an Ownership Percentage basis.

All expenses in connection with the trial of said condemnation proceedings and of the appeal therefrom, have been paid and borne by the parties to such litigation which incurred such expenses, and shall not be recorded in the Capital Advance account of the Terminal Agency provided for by Section 21 hereof.

The cost of all other Terminal property and work to date has been paid by the Proprietary Companies in cash on

an Ownership Percentage basis and each Proprietary Company hereby agrees to furnish, as and when requested by the Terminal Agency, its Ownership Percentage of all further funds necessary to complete the acquisition and construction of the Terminal.

OWNERSHIP OF TERMINAL.

Section 4. Title to all Terminal properties, whether real or personal or mixed, including public rights, franchises and privileges, shall be owned and vested as follows: Southern Pacific, an undivided 44% interest; Santa Fe, an undivided 33% interest; Salt Lake, an undivided 23% interest.

Southern Pacific, Santa Fe, and Salt Lake agree that during the term of this agreement they will hold and devote exclusively to Terminal purposes their undivided interests in the Terminal property.

COMPLETION OF TERMINAL AND CONNECTIONS THEREWITH.

Section 5. (1) Proprietary Companies agree that they will themselves and by means of the Terminal Agency proceed with all reasonable dispatch to acquire or cause to be acquired all lands, public franchises, rights and privileges, not heretofore acquired, necessary for the construction and completion of the Terminal; and that they will construct and complete the Terminal in accordance with the Plans as defined in Recital 9 hereof.

(2) Each Proprietary Company agrees that on or before the date to be fixed by the Terminal Agency, as provided in Section 11, for commencement of use of the Terminal, it will, at its sole cost and expense, construct or cause to be constructed outside the Terminal Area, in the location shown on said Exhibit A, the new tracks which (together with existing tracks in the case of the Southern Pacific) are necessary to

enable its trains to enter and leave the Terminal. Such new or existing tracks, which are to be connected directly with the Terminal track system at or near the easterly boundary line of the Terminal Area, are hereinafter called "Connections".

Each of the Proprietary Companies reserves the right, from time to time and at its sole cost and expense, but not without previous conference with the other Proprietary Companies, to change or cause to be changed the detail and location of its Connection or Connections with the Terminal tracks, provided such change does not unreasonably interfere with access to the Terminal by any other Proprietary Company, and does not unreasonably increase the cost of any other Proprietary Company in entering, leaving, and/or using the Terminal. In event of disagreement, the question of whether any such proposed change would result in unreasonable interference or increased cost shall be submitted to arbitration.

APPLICATIONS FOR FRANCHISES.

Section 6. Pending the street vacations provided for by the Grade Separation Agreement of February 5, 1936, referred to in Recital 6 hereof, it is agreed that the following applications to the City of Los Angeles for franchises to construct, maintain, and/or operate railroad tracks and appurtenances along, upon, across, or in streets, within and without the Terminal Area, shall be made:

- (a) Southern Pacific, Santa Fe, and Salt Lake shall make a joint application on behalf of themselves and their lessees, successors, and assigns with respect to the Terminal tracks and appurtenances;
- (b) Southern Pacific Railroad Company shall make application with respect to tracks to be owned by it

- and located within and/or extended across Alhambra Avenue, Rondout Street, and Bloom Street;
- (c) Santa Fe shall make application with respect to the connecting tracks to be owned by it and extended across Leroy Street and into Alhambra Avenue;
 - (d) Salt Lake shall make application with respect to the connecting track to be owned by it and located within Alhambra Avenue.

OWNERSHIP OF VACATED STREETS.

Section 7. If and when the street vacations provided for by the Grade Separation Agreement are made, title to and ownership of the land occupied by all such vacated streets shall vest and be as follows:

- (a) Title to and ownership of all vacated streets within the Terminal Area shall vest and be in the Proprietary Companies on an Ownership Percentage basis, except that the Southern Pacific Railroad Company shall have a perpetual right and easement to renew, maintain and operate its Continuity Track, to be relocated or reconstructed by the Terminal Agency, upon and across Alhambra Avenue in the location shown by the Plans, subject, however, to the right of the Proprietary Companies to construct, renew, maintain and operate across the Continuity Track such railroad tracks and appurtenances as they may from time to time deem necessary and advisable;
- (b) Title to and ownership of the vacated portion of Leroy Street adjoining the northerly line of Alhambra Avenue shall vest and be in the Santa Fe;
- (c) Title to and ownership of that portion of vacated Alhambra Avenue between the Official west bank of the Los Angeles River and the easterly line of the Terminal Area shall vest in undivided interests and be as follows: Southern Pacific Railroad Company, 44%; Santa Fe, 33%; Salt Lake, 23%; provided, however, that Southern Pacific Railroad Company and

Santa Fe shall have the perpetual right and easement to maintain, renew, and operate therein their existing tracks and that Santa Fe shall have the right to construct, renew, maintain and operate therein its Connections as shown on Exhibit A and that Salt Lake shall have the right to construct, renew, maintain, and operate therein its Connection and a future second connecting track as shown on Exhibit A; and provided further, that the intersections (crossings) of Salt Lake's said Connection and future second connecting track with the existing track of Southern Pacific Railroad Company shall be covered by a separate contract; and provided further, that each of the companies mentioned in this subdivision (c) shall also have the right to construct, maintain and operate in said portion of said street such further additional tracks as may be desired, without payment to the other companies of any rental or other charge for land used or occupied, but subject to negotiating proper crossing agreements in each instance where crossings, not covered by existing crossing agreements, are involved;

- (d) Title to and ownership of that portion of vacated Bloom Street adjoining the northerly line of Alhambra Avenue and without the Terminal Area shall vest and be in the Southern Pacific Railroad Company;
- (e) Title to and ownership of the vacated portion of Rondout Street adjoining the northerly line of Alhambra Avenue shall vest and be in Southern Pacific Railroad Company;
- (f) Title to and ownership of the vacated portion of Alhambra Avenue lying between the northerly boundary line of the Terminal Area and Rondout Street shall vest and be in Southern Pacific Railroad Company.

EASEMENT FOR CONTINUITY TRACK
ACROSS STRIP BETWEEN NORTHERLY
LINE OF ALHAMBRA AVENUE AND
NORTHERLY BOUNDARY LINE OF THE
TERMINAL AREA.

Section 8. Southern Pacific, Santa Fe, and Salt Lake, each to the extent of its undivided ownership only, hereby convey to Southern Pacific Railroad Company a perpetual right and easement to construct, renew, maintain, and operate its Continuity Track in the location shown by the Plans across that part of the Terminal Area lying between the northerly line of Alhambra Avenue and the northerly boundary line of the Terminal Area.

CONSTRUCTION, OWNERSHIP, MAINTEN-
ANCE AND OPERATION OF SOUTHERN
PACIFIC RAILROAD COMPANY
CONTINUITY TRACK.

Section 9. As used in this Section hereof, "Crossings" means all switches which may from time to time connect the Continuity Track with Terminal tracks and any other facilities by means of which Terminal tracks may cross the Continuity Track.

The Terminal Agency shall, at the cost and expense of the Proprietary Companies apportioned on an Ownership Percentage basis, construct the Continuity Track and Crossings. The Continuity Track shall at all times be owned by Southern Pacific Railroad Company, and the Crossings shall at all times be owned as follows:

Southern Pacific Railroad Company shall have an undivided 50% interest therein and Southern Pacific, Santa Fe, and Salt Lake shall each have its Ownership Percentage of the remaining 50% undivided interest therein.

During the term of this agreement the Terminal Agency shall maintain, repair, and renew, and make any changes in or additions or betterments to the Continuity Track, including Crossings; but Southern Pacific shall pay, under the provisions of Section 27 hereof, for all such work performed with respect to all portions of the Continuity Track except Crossings. All such crossing work shall be considered Terminal work and the funds required to perform the same shall be paid by the Proprietary Companies to the Terminal Agency on the same basis and in the same manner as that hereinafter provided in the case of similar Terminal work.

Freight equipment movements on the Continuity Track shall be conducted in such manner that they will not unreasonably interfere with passenger equipment movements on the Terminal tracks which cross the Continuity Track, and such passenger equipment movements shall at all times have preference over such freight equipment movements.

For convenience the Terminal Agency may route passenger equipment movements in part on the Continuity Track and in part on Terminal tracks and freight equipment movements in part on Terminal tracks and in part on the Continuity Track.

The Terminal Agency at its expense shall also construct or relocate for Southern Pacific Railroad Company certain additional tracks as shown on said Terminal drawing 488, referred to in Recital 11.

USER RIGHTS OF PROPRIETARY COMPANIES.

Section 10. Upon completion of the Terminal each Proprietary Company shall have the right, during the term hereof, in common with each of the other Proprietary Companies, but subject to such rules and regulations as may be prescribed by the Terminal Agency as provided by Section 18

hereof, to use and enjoy the Terminal and any additions and betterments thereto for the purpose of handling its Passenger Train Traffic, as defined below, and for that purpose to run and operate trains and cars, including railroad motor cars having space for carrying Passenger Train Traffic, over and upon Terminal tracks with its own employes and motive power, including in any train not only cars used for carrying Passenger Train Traffic, but also such other cars as the Proprietary Company operating such train may for convenience desire to include therein to the extent and in such manner as shall not adversely affect the operation of the Terminal, provided such other cars shall not be loaded or unloaded within the Terminal.

Wherever used in this agreement "Passenger Train Traffic" means passengers, baggage, mail, express and any other property now or hereafter commonly carried in passenger train equipment; also mail matter (such as periodicals, catalogs, etc.) in freight cars consigned to the Los Angeles post office for unloading at the Terminal.

USER OBLIGATIONS OF PROPRIETARY COMPANIES.

Section 11. The Terminal Agency shall fix a date for commencement of operations when in its judgment the Terminal will be completed to the extent that it can be placed in use without unduly interfering with the completion of construction work and shall give each of the Proprietary Companies written notice thereof not less than thirty days prior to the date so fixed.

It is agreed that beginning with the date so fixed for commencement of operations each Proprietary Company will, subject to rules and regulations prescribed by the Terminal Agency as provided by Section 18 hereof, operate

into and/or out of the Terminal, to the extent that the Terminal facilities are adequate, all its passenger trains and all its passenger train cars contained in other trains, and all its railroad motor cars having space for carrying traffic, which run into, out of, or through the Los Angeles District, as defined below, and discharge or receive Passenger Train Traffic at any point within such District, and that if any Proprietary Company fails so to do for any reason, including failure to complete its Connection or Connections as provided by Section 5 hereof, then any cars which would have been operated into and/or out of the Terminal had it complied with the foregoing obligation shall be counted as Using Cars as provided in Section 20 hereof, except that no Proprietary Company shall be under any obligation to operate into and/or out of the Terminal (a) any freight train cars or other cars used for carrying other than Passenger Train Traffic, (b) deadhead equipment, (c) cars in special trains the orderly and expeditious handling of which would not require the use of the Terminal, and (d) any other cars not hereinabove specifically referred to which the Terminal Agency may from time to time except. Any excepted cars which are not operated into and/or out of the Terminal shall not be counted as Using Cars under the provisions of Section 20 hereof.

As used in this Section "Los Angeles District" means the territory within an airline distance of ten miles from the Terminal passenger station.

TERMINAL AGENCY CONTINUED IN EFFECT.

Section 12. The Proprietary Companies agree that the Terminal Agency shall be and is hereby continued in effect during the term of this agreement; that for the purpose of completing the acquisition and construction of the Terminal the Terminal Agency shall exercise all its present powers and

duties; and that for the purpose of operating and maintaining the Terminal, and the making of changes therein and additions and betterments thereto, the organization, powers and duties of the Terminal Agency shall be as hereinafter set forth.

It is distinctly understood and agreed that this agreement does not constitute or create a partnership between the parties to this agreement, or any of them.

ORGANIZATION AND MANAGEMENT OF TERMINAL AGENCY.

Section 13. After the Terminal is placed in operation the control and management of the affairs of the Terminal Agency shall continue to be vested in a Board of Managers (hereinafter called "Board"), consisting of one representative of each of the Proprietary Companies, one of whom shall be Chairman. The Santa Fe representative on the Board is now Chairman and shall continue as such to and until December 31, 1939, after which, unless the Proprietary Companies otherwise agree, the office of Chairman shall rotate in yearly periods among members representing the Proprietary Companies in the following order: Southern Pacific, Union Pacific, Santa Fe. The Proprietary Companies shall have the right to replace their respective representatives upon the Board at any time.

Meetings of the Board shall be held at Los Angeles, or other place agreed upon, at times fixed by the Board. Meetings may be called at any time by the Chairman upon reasonable notice and shall be called by him upon like notice whenever requested in writing by any other member of the Board. Each Board member shall have one vote and he may attend and vote at all meetings either in person or by proxy.

The Board shall keep an accurate written record of all its proceedings, and the minutes of each meeting shall be read at the next meeting and approved or corrected in the usual manner. Copies of the minutes of each meeting shall be furnished each Board member.

The Board may appoint such committees as it may deem advisable, but no Board or committee member shall receive any salary or other remuneration from the Terminal Agency. The Board shall appoint or employ such officers and employes as it deems advisable and shall exercise its authority over the affairs of the Terminal Agency in accordance with the terms of this agreement.

NEUTRALITY OF TERMINAL AGENCY OFFICERS AND EMPLOYES.

Section 14. Officers and employes of the Terminal Agency, not including Board members or any other officers or employes of the Proprietary Companies performing service for the Terminal Agency without personal compensation from the Terminal Agency, shall not solicit business for any of the Proprietary Companies nor recommend the routing thereof, but they shall perform their duties without discrimination and in all respects act with entire neutrality as between the Proprietary Companies, and failure so to act shall be deemed to be cause for removal from service.

If any Proprietary Company or any two Proprietary Companies shall in writing request that any officer or employe be removed from service stating the facts upon which its request is based, and if the Terminal Agency shall decline to accede thereto on the ground that sufficient cause for removal from service does not exist, then the Proprietary Company or Proprietary Companies requesting removal shall have the right to have determined by arbitration in the

manner hereinafter provided the question whether such officer or employe shall be removed from service.

If any officer or employe who is removed from service at the written request of a single Proprietary Company or at the request of two Proprietary Companies recovers damages or is reinstated, with allowance for time lost, by competent authority or by unanimous vote of the Board, then all such damages and any such allowance, together with any expenses incurred in connection with litigation or proceedings incident to such removal from service, shall be borne, in case of a request by a single Proprietary Company, by the requesting company, and in case of a request by two Proprietary Companies, equally by the requesting companies.

Anything herein to the contrary notwithstanding, the Terminal Agency shall not be required to remove any person from its service if prevented from so doing by any law or lawful rule or regulation of any public authority, or any contract with respect to removal from service.

ACTION BY TERMINAL AGENCY BOARD.

Section 15. (1) Except as in Paragraph (2) of this Section provided, all action by the Board shall be pursuant to the unanimous vote of its members; provided, however, that if two of the members of the Board shall favor the performance of any act (except the substitution of a joint ticket selling force for the separate forces provided for by Section 16 hereof) that requires unanimous consent and the third shall disapprove thereof, the question of whether the same shall be necessary or substantially beneficial (not merely desirable) from the standpoint of the combined interests of all the Proprietary Companies considered as a unit, may, upon the demand of any Proprietary Company, be submitted to arbitration in the manner hereinafter in Section

34 hereof provided; and if the Board of Arbitrators shall decide that the performance of the act in question is necessary or substantially beneficial (not merely desirable) to the combined interests considered as a unit of all of the Proprietary Companies, then the Board shall proceed with all the acts necessary to make such decision effective.

(2) A majority of the Board shall have the power (a) to authorize a gross capital expenditure of not to exceed one thousand dollars (\$1,000) for any separate job that is not one of several similar contemporaneous jobs, (b) to authorize retirement of property other than land having a book value, in the Capital Advance account, of not to exceed one thousand dollars (\$1,000), and (c) to authorize, assent to, or modify any agreement that may be terminated within a period of one year and that does not involve a payment by the Terminal Agency of an amount in excess of one thousand dollars (\$1,000).

TERMINAL AGENCY TO COMPLETE AND THEREAFTER MANAGE, OPERATE AND MAINTAIN TERMINAL AND MAKE ALL CHANGES AND ADDITIONS AND BETTERMENTS.

Section 16. The Terminal Agency shall complete the work of constructing the Terminal and shall thereafter make all changes therein and all additions and betterments thereto. The Terminal Agency also shall manage, operate and maintain the Terminal, and in general perform all work, in addition to that specifically provided for herein, which the Board by unanimous vote shall from time to time determine may be jointly carried on at the Terminal to the advantage of the Proprietary Companies and in the interest of the efficient and economical handling of their Passenger Train Traffic; provided, however, that unless and until the Board by

unanimous vote determines otherwise each Proprietary Company shall furnish and pay its own ticket selling force.

In furtherance of the purposes aforesaid, the Terminal Agency shall have power to enter into in the name of and on behalf of the several Proprietary Companies, all necessary and appropriate contracts, including those covering concessions and use or lease of surplus space or facilities.

TERMINAL AGENCY RECORDS AND ACCOUNTS.

Section 17. The Terminal Agency shall at all times keep and maintain full and complete records and accounts covering the construction, management, operation and maintenance of the Terminal, and changes therein and additions and betterments thereto, and as soon as practicable after the end of each month shall furnish statements to each of the Proprietary Companies showing the results for that month.

RULES AND REGULATIONS TO BE PRESCRIBED BY TERMINAL AGENCY.

Section 18. The Terminal Agency shall establish rules and regulations with respect to the use and enjoyment of the Terminal by the Proprietary Companies; provided, always, that all such rules and regulations shall be fair and equitable and apply equally and impartially to all Proprietary Companies.

Each Proprietary Company hereby agrees to comply with and cause its employes to comply with such rules and regulations.

PROCUREMENT OF SERVICES, EQUIPMENT, MATERIALS AND SUPPLIES FROM PROPRIETARY COMPANIES—ROUTING.

Section 19. The Terminal Agency shall procure from the Proprietary Companies such portion of the services,

equipment, materials and supplies required in the construction of the Terminal and the making of changes therein or additions and betterments thereto as is consistent with efficiency and economy, procuring the same from them on an Ownership Percentage basis. Likewise, any services, equipment, materials and supplies required for the maintenance and operation of the Terminal shall, to the extent practicable, consistent with efficiency and economy, be procured from the Proprietary Companies on a Use Percentage basis, as defined in Section 20 hereof. In no case, however, shall the amount to be charged for any such services, equipment, materials and supplies exceed the reasonable value thereof.

So far as may be practicable and consistent with efficiency and economy, the Terminal Agency shall route all materials and supplies for Terminal construction and addition or betterment work so that each Proprietary Company will enjoy its Ownership Percentage of the total system road haul revenues accruing to all the Proprietary Companies from such transportation, and materials and supplies for maintenance and operation of the Terminal shall be routed so as to give each Proprietary Company its Use Percentage of such total system road haul revenues.

It is agreed, however, that to the extent it may from time to time be lawful, each Proprietary Company will transport materials and supplies required for Terminal use, at rates to be agreed upon from time to time but in no event exceeding published tariff rates.

For the purpose of this Section 19, the Use Percentages of the Proprietary Companies applicable to the period ending with December 31, 1939 shall be deemed to be Southern Pacific 55%, Santa Fe 33%, Union Pacific 12%; and for each calendar year thereafter their respective Use Percentages

shall be deemed to be their actual Use Percentages for the previous calendar year or portion thereof during which the Terminal was in operation.

DEFINITIONS OF "1933 ACCOUNTING REGULATIONS"; "USE PERCENTAGE"; "MODIFIED USE PERCENTAGE"; AND "USING CARS"; ALSO METHOD OF ASCERTAINING NUMBER OF USING CARS.

Section 20. (1) Certain terms used in this agreement are hereby defined as follows:

- (a) "1933 Accounting Regulations" means the accounting rules and regulations of the Interstate Commerce Commission in effect on September 11, 1933. In various succeeding sections hereof payments are provided to be made on, or adjusted to, the basis of Ownership Percentage, as defined in Section 1 hereof, or Use Percentage or Modified Use Percentage, as defined below, in accordance with the manner in which the expenditures would be classified or charged under said 1933 Accounting Regulations; and it is the intention of the parties hereto that the basis for apportionment of such expenditures between the Proprietary Companies shall remain constant during the term of this agreement notwithstanding any changes in the system of railroad accounting.
- (b) "Use Percentage" of any Proprietary Company means the percentage that bears the same ratio to one hundred per cent as the number of Using Cars (as defined and provided to be counted below) of such Proprietary Company for any period bears to the total number of Using Cars of the three Proprietary Companies for the same period;
- (c) "Modified Use Percentage" of any Proprietary Company for any period means $16\frac{2}{3}\%$ plus one-half of its Use Percentage for the same period;

(d) The term "Using Cars" means:

- (1) railroad cars of any kind,
- (2) railroad motor cars having space for carrying traffic,
- (3) motive power used to move any train or car, whether comprised of one or more locomotives of Diesel, steam or other type, and including tenders if any,

which are operated within the Terminal Area (or would be operated within said area if the Proprietary Company complied with its obligations under Section 11 hereof) by any of the Proprietary Companies for their own purposes and not for Terminal purposes, excluding, however, in the case of Southern Pacific, Using Cars operated by it solely over the Continuity Track or any other track or tracks used temporarily in substitution therefor.

(2) The number of Using Cars for any period shall be ascertained as follows: Using Cars shall be counted once when they enter (or should enter) and once when they leave (or should leave) the Terminal, but Using Cars handled to or from the Terminal in switching movements shall not be counted, except that in the case of cars of mail matter, the inbound movement shall be counted. Yard engines, work equipment, and business cars of the Proprietary Companies shall not be counted. In computing the number of Using Car counts under this paragraph (2), a railroad car shall count as one, a railroad motor car having space for carrying traffic shall count as two, and motive power used to move any train or car shall count as one; provided, however, that if after the first calendar month of operation the number of Using Car counts for any Proprietary Company for any calendar month shall be less than six hundred (600), then and in that event the count of such Proprietary Company for that month shall be six hundred (600).

CAPITAL ADVANCE ACCOUNT.

Section 21. It is agreed that the aggregate payments in money or property made or to be made by the Proprietary Companies, as herein provided, for acquisition and construction of the Terminal, including payments referred to in Section 3 hereof, shall be recorded in an account of the Terminal Agency to be called Capital Advance account.

Said account shall from time to time be increased by all payments made by the Proprietary Companies for Terminal improvements which are classified as additions and betterments and are chargeable to Investment in Road and Equipment under 1933 Accounting Regulations and shall from time to time be decreased by (a) the value of Terminal property retired and not replaced, and (b) the amount of any net credit to Investment in Road and Equipment which under said 1933 Accounting Regulations would be made either in connection with additions and betterments to, or retirement and replacement of, Terminal property; provided, however, that the Capital Advance account shall not be increased nor decreased on account of any change, retirement, addition or betterment of Terminal property resulting from any changes in Connections made under Section 5 or construction of exclusive facilities under Section 31 hereof.

The Capital Advance account shall at all times be supported with valuation schedules in such detail as is practicable, and the values thereon shown shall be used in ascertaining value of property retired. Such schedules shall be prepared by the Terminal Agency and approved by its Board. There shall not be recorded in the Capital Advance account any amounts representing (a) interest during construction, (b) Taxes as defined in Section 25 hereof, (c) salaries, wages or expenses of any of the officers or

employees paid direct by any Proprietary Company during construction for which reimbursement is not made by Terminal Agency, or (d) any part of the amounts expended by the City of Los Angeles pursuant to the Grade Separation Order and Grade Separation Contract described in Recitals 5 and 6 hereof.

**BASIS FOR APPORTIONMENT OF FUNDS FOR
CONSTRUCTING, IMPROVING OR RESTORING
TERMINAL AND THE PROCEEDS OF SALES
AND INSURANCE.**

Section 22. (1) Funds for the purposes hereinafter in this Section set forth shall be paid by the Proprietary Companies to, and as requested by, the Terminal Agency as follows:

- (a) Funds to complete the construction of the Terminal, or for additions and betterments thereto, except amounts chargeable to Operating Expenses in connection with property retired and replaced under 1933 Accounting Regulations, shall be paid by the Proprietary Companies to the Terminal Agency on an Ownership Percentage basis.
- (b) Except as in the next succeeding subdivision (c) provided, funds for replacement of property retired shall be paid as follows: Any portion of the expenditure which would be equal to the net amount chargeable to Investment in Road and Equipment under 1933 Accounting Regulations, shall be paid by the Proprietary Companies on an Ownership Percentage basis; and the remainder shall be paid by them on a Use Percentage basis as Operating Expenses under the provisions of Section 24 hereof.
- (c) If the restoration of property destroyed by a major calamity, such as an earthquake or other Act of God, requires an expenditure above insurance recoveries

exceeding fifty thousand dollars (\$50,000), the funds required for such restoration shall be paid by the Proprietary Companies on an Ownership Percentage basis.

(d) Funds for the payment of any rentals paid by the Terminal Agency for the use of fixed property shall be paid by the Proprietary Companies to the Terminal Agency on the basis of their respective Modified Use Percentage for the month in which the Terminal Agency payments were made.

(2) Proceeds from sales and insurance shall be allocated as follows:

- (a) The proceeds from any Terminal property sold shall be paid to the Proprietary Companies on an Ownership Percentage basis.
- (b) The proceeds of any insurance recoveries on Terminal property destroyed or damaged shall be applied to the cost of restoration of property so damaged or destroyed, and any remainder of such proceeds shall be paid to the Proprietary Companies on an Ownership Percentage basis.
- (c) In the event any property so damaged or destroyed is not restored, proceeds of any insurance recoveries thereon shall be paid to the Proprietary Companies on an Ownership Percentage basis.

OPERATING WORKING FUND.

Section 23. The Proprietary Companies respectively agree to promptly pay to, and as requested by, the Terminal Agency such sums as may be required to establish and maintain an adequate operating working fund.

During the year 1939 working fund payments shall be made in the following proportions: Southern Pacific, 55%; Santa Fe, 33%; Union Pacific, 12%; which proportions shall be adjusted at the beginning of each subsequent calendar

year, so that the respective contributions shall be in accordance with the Use Percentage basis established for the previous calendar year or part thereof during which the Terminal was in operation.

OPERATING EXPENSES.

Section 24. As used in this agreement the term "Operating Expenses" means all expenses incurred by the Terminal Agency in the management, operation and maintenance of the Terminal, including all salaries and the cost of labor, materials, supplies, insurance and bonds; also, rentals for equipment, tools, and other things rented for use in maintenance and operation; also all amounts provided in other sections of this agreement to be paid as Operating Expenses; and also all other expenditures of the Terminal Agency not provided for in other sections of this agreement that are chargeable to Operating Expenses under 1933 Accounting Regulations.

It is agreed that, commencing on the date the Terminal is placed in operation and continuing during the life of this agreement, each of the Proprietary Companies shall pay to the Terminal Agency monthly its Use Percentage for each month of the Operating Expenses for that month, such payments to be made within thirty (30) days after bills are rendered to it by the Terminal Agency therefor.

At the close of each calendar year so much of the monthly amounts paid by the Proprietary Companies during that year as are chargeable to Maintenance of Way and Structures under 1933 Accounting Regulations shall be readjusted so that each Proprietary Company will bear and pay its Use Percentage of the total of such charges for such year on an annual instead of a monthly basis, except that for the year 1939 such adjustment shall be made on the basis of the period of

that year during which the Terminal shall have been in operation.

TAXES.

Section 25. Wherever used in this section, "Taxes" means all payments, including payments for assessments, required to be made to the Federal or State governments, or to governmental agencies or political or municipal corporations, or political subdivisions, which are levied upon or directly assignable to the Terminal and which would be chargeable under 1933 Accounting Regulations either to Railway Tax Accruals or to Investment in Road and Equipment or to Operating Expenses.

Heretofore the Southern Pacific, Santa Fe, and Salt Lake have each returned to the California State Board of Equalization their respective undivided interests in the Terminal property, and the Proprietary Companies have paid the ad valorem taxes thereon, thus bearing them on an Ownership Percentage basis, and the Terminal Agency has paid all other Taxes properly assignable to the Terminal with funds furnished by the Proprietary Companies on an Ownership Percentage basis. There have been no assessments for public improvements.

So long as the tax laws, rules, or regulations permit, returns for Taxes shall be made and Taxes paid in the same manner as heretofore.

If and when tax laws, rules, or regulations are changed, then all Taxes shall be initially paid by the Proprietary Companies and/or the Terminal Agency in conformity with tax laws, rules, or regulations which from time to time may exist.

Funds necessary to enable the Terminal Agency to pay any Taxes levied upon or against or payable by it shall,

upon request of the Terminal Agency, be paid by the Proprietary Companies on the basis of (a) their respective Modified Use Percentages for the preceding calendar year in the case of Taxes chargeable to Railway Tax Accruals; (b) their respective Ownership Percentages in case of Taxes chargeable to Investment in Road and Equipment; and (c) their respective Use Percentages for the preceding calendar year in the case of Taxes chargeable to Operating Expenses; provided, however, that for 1939 the Taxes initially paid under clause (a) shall be on an Ownership Percentage basis and under clause (c) on the basis of the percentages specified in Section 23 hereof for 1939 working fund payments.

All Taxes paid initially by the Proprietary Companies or the Terminal Agency within any calendar year shall be so adjusted within thirty (30) days after the expiration thereof that each Proprietary Company shall bear its Modified Use Percentage for such calendar year of all Taxes chargeable to Railway Tax Accruals and its Use Percentage for such calendar year of all Taxes chargeable to Operating Expenses; and all necessary payments to effectuate such adjustment shall be made.

**EQUALIZATION TO COMPENSATE FOR
DIFFERENCE BETWEEN PROPORTION-
ATE USE OF TERMINAL FACILITIES AND
OWNERSHIP INTERESTS IN TERMINAL.**

Section 26. As used in this Section, the term "Capital Advances" means the amount from time to time standing in the Capital Advance account of the Terminal Agency pursuant to the provisions of Section 21 hereof.

Each Proprietary Company shall be credited at the end of each month, beginning with the date set for commencement of operations, by the Terminal Agency with one-

twelfth (1/12) of five per cent (5%) of its Ownership Percentage of Capital Advances, and the Terminal Agency shall charge at the end of each month, after commencement of operation, against each Proprietary Company one-twelfth (1/12) of five per cent (5%) of its Modified Use Percentage for that month of Capital Advances; and as of June 30th and December 31st of each year each Proprietary Company, the charges against which during the next preceding six months' period shall exceed its credits, shall pay the excess to the Terminal Agency, and each Proprietary Company, the charges against which shall be less than its credits, shall be paid by the Terminal Agency the sum needed to equalize its charges and credits, and such payments shall be made within thirty (30) days after the end of each such period.

SERVICES, SPACE, MATERIALS, AND SUPPLIES FURNISHED PROPRIETARY COMPANIES BY TERMINAL AGENCY.

Section 27. The amounts hereinbefore provided to be paid, cover, among other things, the right to use and enjoy the Terminal granted by Section 10, also such services as the Terminal Agency shall determine can be performed by it for the Proprietary Companies with greater efficiency and economy than if performed by them severally. Such services shall include such incidental materials and supplies as the Terminal Agency decides should not be charged separately against the Proprietary Companies. It being recognized that, due to differences in equipment and methods of operation, the services furnished the respective Proprietary Companies during the term of this agreement may differ in character from time to time, the Terminal Agency in determining what joint services it will perform without separate charge against the Proprietary Companies shall include therein such

classes of services as are necessary so that each Proprietary Company may be entitled to receive as nearly as may be its Use Percentage portion of the aggregate of such services.

Any other services performed or any other materials and supplies furnished to any Proprietary Company shall be paid for by such Proprietary Company on the basis of actual cost to the Terminal Agency, and all such payments to the Terminal Agency shall be applied to reduction of Operating Expenses.

The Proprietary Company or Companies which exclusively use any Terminal facilities or space shall pay to the Terminal Agency a reasonable rental to be fixed by the Terminal Agency for the use thereof.

REVENUES.

Section 28. Gross Revenues from any facilities operated by the Terminal Agency for the storage and handling of baggage or parcels not held under transportation check issued by or on behalf of any of the Proprietary Companies or their connecting carriers, shall be applied by the Terminal Agency to reduction of Operating Expenses for the month in which such revenues are received. From all other revenues of the Terminal Agency, collected from third parties, including payments made by them for concessions, privileges and rentals, and from all rentals paid by any of the Proprietary Companies for exclusive space or facilities, there shall first be deducted the expense incurred in earning such revenues and the remainder shall then be paid to the Proprietary Companies on the basis of their respective Modified Use Percentages for the month in which such revenues are received by the Terminal Agency.

PAYMENT OF BILLS.

Section 29. All sums payable hereunder by the Proprietary Companies and the Terminal Agency shall be paid when due in lawful currency of the United States of America, and errors or disputed items in bills shall not be deemed a valid excuse for delay in payment, but shall be subject to subsequent adjustment.

RECORDS TO BE OPEN FOR INSPECTION.

Section 30. The books, accounts, and records of the Terminal Agency, and so much of the books, accounts, and records of the parties hereto as are pertinent to this agreement, shall be open for inspection at all reasonable times to the officers or agents of the Terminal Agency or of the Proprietary Companies.

PROPOSED CHANGES, ADDITIONS OR BETTERMENTS NOT AGREED UPON BY ALL PROPRIETARY COMPANIES.

Section 31. The rights and obligations of the Proprietary Companies with respect to proposed changes in, or additions or betterments to, the Terminal, which are not agreed upon by all the Proprietary Companies, shall be as hereinafter in this Section set forth:

ADDITIONS OUTSIDE TERMINAL BOUNDARIES.

(1) If any two of the Proprietary Companies at any time propose any addition to the Terminal to be located outside the then existing boundaries of the Terminal, including the acquisition of lands outside of said Terminal boundaries, and the third Proprietary Company refuses to accede thereto, the proposing companies shall have the right to have determined by arbitration the question of whether such addition is necessary or substantially beneficial (not

merely desirable) from the standpoint of the combined interest of all of the Proprietary Companies, as distinguished from the interest of the proposing companies.

If the arbitrators decide in favor of the proposing companies, then the proposed addition shall be made by the Terminal Agency and become a part of the Terminal.

CHANGES, ADDITIONS OR BETTERMENTS INSIDE TERMINAL BOUNDARIES.

(2) If any one or any two of the Proprietary Companies, at any time, propose any change in, or addition or betterment to, the Terminal to be located inside the then existing boundaries of the Terminal, and the other Proprietary Company or Companies refuse to accede thereto, the proposing company or companies shall have the right to have determined by arbitration the question of whether such proposed change, addition or betterment is necessary or substantially beneficial (not merely desirable) from the standpoint of the combined interest of all of the Proprietary Companies, as distinguished from the interest of the proposing company or companies.

If the arbitrators decide in favor of the proposing company or companies, then the proposed change, addition or betterment shall be made by the Terminal Agency and become a part of the Terminal.

EXCLUSIVE FACILITIES INSIDE TERMINAL BOUNDARIES.

(3) The Proprietary Company or the two Proprietary Companies proposing the construction of any addition or betterment within the then existing boundaries of the Terminal not agreed to by the other Proprietary Company or Companies shall have, in addition to the right of arbitration provided in the preceding paragraph (2) of this Section, the

further right to have determined in the same arbitration proceeding the question of whether the proposed addition or betterment may be provided for the benefit and as an exclusive facility of the proposing company or companies for the handling of its or their Passenger Train Traffic without unreasonably interfering with the use of the Terminal by, or unreasonably increasing the operating cost of, the other company or companies.

If the arbitrators decide that question in its or their favor, the proposing company or companies may then, at its or their own cost and expense, provide, own, maintain, and exclusively use such exclusive facility for handling its or their Passenger Train Traffic, but the owning company or companies shall pay to the Terminal Agency a fair rental for Terminal property used or occupied by such facility, to be determined by arbitration in the event of disagreement.

If after the construction of any such exclusive facility it shall develop that the same unreasonably interferes with the use of the Terminal by the company or companies not participating therein, then the company or companies owning and using such exclusive facility shall, at its or their cost and expense, either remove the same or so alter it that it will not interfere unreasonably with the use of the Terminal by the other company or companies; and the question of such unreasonable interference shall be determined by arbitration if the parties disagree in regard thereto.

ACQUISITION OF INTEREST IN ANY EXCLUSIVE FACILITY
INSIDE THE TERMINAL BOUNDARIES BY ANY
COMPANY OR COMPANIES NOT
PARTICIPATING THEREIN.

(4) If any exclusive facility inside the Terminal boundaries is owned by a single Proprietary Company, then either

one of the other two Proprietary Companies may join in its ownership, upon payment to the owning Proprietary Company of one-half the cost thereof, plus simple interest on said one-half cost at the rate of five per cent (5%) per annum from the date of construction, plus also one-half of any rental paid by the owning company to the Terminal Agency; and thereafter such two owning Proprietary Companies shall jointly use and occupy the exclusive facility upon such terms between themselves as they may agree upon, or, failing agreement, as are determined by arbitration.

Any exclusive facility inside the Terminal boundaries may be made a part of the Terminal by the Proprietary Company or Companies not previously participating therein paying its or their Ownership Percentage of the cost to the owner or owners of such exclusive facility, with simple interest thereon at the rate of five per cent (5%) per annum from the date of construction, plus the amount of any rentals theretofore received by the non-participating Proprietary Company or Companies for its or their share of rentals paid to the Terminal Agency by the owner or owners of such exclusive facility.

EXCLUSIVE FACILITIES OUTSIDE TERMINAL
BOUNDARIES—ACQUISITION OF
INTERESTS THEREIN.

(5) (a) If the construction of some facility for the handling of Passenger Train Traffic outside the then existing Terminal boundaries and as an addition to the Terminal is proposed by any one or any two of the Proprietary Companies, and the other Proprietary Company or Companies refuse to accede to such proposal, then the proposing company or companies may, at its or their own cost and expense,

construct, own and exclusively use and operate such a facility and shall have the right to connect the same with the Terminal; provided, that such use, operation, and connection shall not unreasonably interfere with the use of the Terminal by the other Proprietary Company or Companies, or unreasonably increase its or their operating costs, and, provided further, that the Proprietary Company or Companies which own and use such exclusive facility shall make payments to the Terminal Agency in the same sums as if such facility did not exist.

The question of whether unreasonable interference or increased cost would result if any such proposed exclusive facility should be constructed, connected and used may be submitted to arbitration by the proposing company or companies if agreement thereon is not reached between the proposing Proprietary Company or Companies and the other Proprietary Company or Companies.

(b) If any such exclusive facility outside the Terminal boundaries is owned by a single Proprietary Company, either one of the other two Proprietary Companies may at any time join in its ownership and use by paying one-half the cost thereof; and thereafter such two owning Proprietary Companies shall jointly use and occupy the exclusive facility upon such terms between themselves as they may agree upon, or, failing agreement, as are determined by arbitration.

Any such exclusive facility outside the Terminal boundaries may be made a part of the Terminal by the Proprietary Company or Companies not previously participating therein paying its or their Ownership Percentage of the cost to the owner or owners of such exclusive facility.

It is agreed that if any such exclusive facility shall consist of a track or tracks extending from the southerly boundary

line of the Terminal Area across Aliso Street, then the non-owning company or companies may acquire upon the basis above in this paragraph (5) set forth an ownership interest or interests in such portions of such exclusive facility as it or they may reasonably require and any disagreement with respect to reasonable requirement may be submitted to arbitration.

Title to any interest in any addition or betterment acquired by the Union Pacific under paragraphs (4) and (5) of this Section 31 shall be vested in Salt Lake.

DEFAULTS.

Section 32. If any Proprietary Company at any time during the life of this agreement shall default in the payment of any sum payable by it under any of the provisions of this agreement on the date when the same shall become due or payable, and either or both of the other Proprietary Companies shall elect to advance the funds required to pay the sum so in default, then the defaulting company in the case of each such default shall be obligated to pay, and it hereby agrees to pay, to the Terminal Agency for account of the company or companies making the advance, the total sum so advanced, together with interest thereon from the date of advance to the date of payment at the maximum rate of interest per annum then permitted by the laws of California for interest payable under contract. So long as any Proprietary Company shall be in default as provided for herein, it shall not be entitled to receive its share of any sums payable by the Terminal Agency to the Proprietary Companies under any of the provisions of this agreement, but the Terminal Agency shall apply such share toward the payment of the defaulting company's unpaid obligations to the other Proprietary Companies.

Provided, however, that whether or not any such advances are made, the other Proprietary Companies shall have the right to proceed without resort to arbitration to collect by suit or otherwise from the defaulting company the amounts then due and payable by it under the provisions hereof, with interest thereon as aforesaid in case advances have been made, and also to pursue any other remedies provided by law to enforce compliance by the defaulting company with its obligations hereunder.

LIABILITY.

Section 33. (1) The term "Loss or Damage" as used in this Section relates to loss or damage arising at or adjacent to the Terminal and on the Continuity Track, and embraces all losses and damages growing out of the death of or injury to persons and all losses and damages growing out of the loss of or damage to property, including property belonging to any of the Proprietary Companies, and also embraces all costs and expenses incident to any such losses or damages.

Wherever used in this Section the term "employee" includes officers.

The term "joint employees" as used in this Section includes all employees of the Terminal Agency except during such time as they may be performing any service for or on behalf of or in respect to the use of the Terminal solely for any one or any two of the Proprietary Companies, it being agreed that when so employed any such employee shall be deemed for the time being the sole employee of the Proprietary Company or Companies for whom or on whose behalf or in respect to whose use of the Terminal such service is being performed; and said term shall also include employees of any

of the Proprietary Companies while they are performing any work for the Terminal Agency.

Loss or Damage due

- ~~(a) To the negligence or wrongful act or omission of the sole employe or employes of one of the Proprietary Companies, or~~
 - (b) To the concurring negligence or wrongful act or omission of a joint employe and of the sole employe or employes of one of the Proprietary Companies, or
 - (c) To the failure or defect of the exclusive property of one of the Proprietary Companies, except work equipment and switch engines mentioned in subdivision (h) of this section,
- shall be borne by the Proprietary Company whose sole employe or employes or whose exclusive property so caused or contributed to such loss or damage.

Loss or Damage due

- (d) To the concurring negligence or wrongful act or omission of the sole employe or employes of two or more of the Proprietary Companies, or
- (e) To the concurring negligence or wrongful act or omission of a joint employe or employes and of the sole employe or employes of two or more of the Proprietary Companies, or
- (f) To the concurring failure or defect of the exclusive property of two or more of the Proprietary Companies, except work equipment and switch engines mentioned in subdivision (h) of this section,

shall be borne equally by the Proprietary Companies concerned except that each such Proprietary Company shall bear all such Loss or Damage to its own exclusive property or to property in its custody or on its cars and as to its sole employes, passengers or persons upon its locomotives, cars or trains.

Loss or Damage due

- (g) To the negligence or wrongful act or omission of a joint employe or employes, or
- (h) To the failure or defect of any part of the Terminal or of the work equipment or switch engines of any of the Proprietary Companies engaged in Terminal work or operations, or
- (i) To unknown causes, or
- (j) To the acts of third persons not in the employ or under the control of the Terminal Agency or any of the Proprietary Companies,

shall be borne by each Proprietary Company as to its own exclusive property or property in its custody or upon its cars and as to its sole employes, passengers or persons upon its locomotives, cars or trains, but all cost and expense incident to Loss or Damage so caused and sustained by other persons and property and by joint employes, and all Loss or Damage to Terminal property and to the work equipment or switch engines of any of the Proprietary Companies engaged in Terminal work or operations, shall be included in Operating Expenses for the month in which such cost or expense is paid by the Terminal Agency and shall be paid by the Proprietary Companies as provided in Section 24, except that in cases of accidents in which the locomotives, cars, trains or sole employes of one or more of the Proprietary Companies are concerned, then, unless otherwise specifically provided for in the foregoing portion of this Section 33, the liability for any resulting Loss or Damage shall, as to such other persons, joint employes, the Terminal and as to the work equipment and switch engines of any Proprietary Company engaged in Terminal work or operations, be borne solely by the Proprietary Company, if only one, or jointly and equally by the

Proprietary Companies, if more than one, whose locomotives, cars, trains or sole employes are concerned.

In the event arrangements are made for the use of the exclusive tracks of the Proprietary Companies in the vicinity of Alhambra Avenue and the Los Angeles River by switch engines in the service of the Terminal in turning the equipment of the Proprietary Companies, it is agreed that all Loss or Damage resulting from such use shall in the first instance be borne wholly by the Terminal Agency, regardless of cause, and that it shall thereupon be assumed by the Proprietary Companies under the foregoing paragraphs (a) to (j) inclusive, the same as though the service had been performed within the Terminal Area.

(2) Each of the Proprietary Companies will assume and bear all losses resulting to it from the defalcations or thefts of any joint employe or employes. If in case of any such defalcation or theft the ownership of any moneys or property lost or stolen cannot be determined, the loss shall be borne by the Proprietary Companies in proportion to the average amount of monthly cash receipts handled for their respective accounts by the joint employe or employes involved during the six (6) months preceding said defalcation or theft, or during the period of operation if the defalcation or theft occurs within six (6) months after the date the operation of the Terminal shall commence, but if such average amount of monthly cash receipts is not ascertainable, then such loss shall be borne on a Use Percentage basis for the month in which the defalcation shall occur.

In the collection or receipt of money by employes of the Terminal Agency for and on behalf of any Proprietary Company, such employe while so acting shall be considered the sole agent and employe of such Proprietary Company

and shall report and remit direct to such Proprietary Company; and the other Proprietary Companies shall not be liable for the acts, neglects or defaults of any such employe while so acting.

(3) For the purposes of this Section, passengers and other Passenger Train Traffic shall be deemed in the custody of the Proprietary Company over whose line of railroad the same are to be or have been transported, except that in the event of an interline movement on through tickets or billing, custody shall pass to the receiving Proprietary Company when a passenger shall have safely alighted on the platform of the Terminal, or, in the case of other Passenger Train Traffic delivered to Terminal Agency employes, when the same shall have been safely unloaded. In case a car is interchanged from one Proprietary Company to another at the Terminal, custody thereof shall be deemed to have passed to the receiving Proprietary Company when the car has come to rest on a Terminal track and the delivering Proprietary Company's engine has been uncoupled or when a switch engine couples onto the train for the purpose of switching out said car, if the latter event occurs before the delivering Proprietary Company's engine has been uncoupled.

(4) Anything hereinabove to the contrary notwithstanding, no Proprietary Company shall have any claim against either of the other Proprietary Companies or the Terminal Agency for Loss or Damage of any kind caused by or resulting from interruption or delay to its business.

(5) Each Proprietary Company may make settlement of all claims for Loss or Damage for which it and any other Proprietary Company or Companies shall be jointly liable hereunder but no payment in excess of Five Hundred Dollars (\$500) except in emergency cases for the settlement of per-

sonal injury claims and then not exceeding Two Thousand Five Hundred Dollars (\$2,500) shall be voluntarily made by any Proprietary Company in settlement of any such claim without first having obtained in writing the consent of the other interested Proprietary Company or Companies, and in making voluntary settlements as aforesaid the Company making the same shall in all cases procure from each claimant and deliver to the other interested Proprietary Company or Companies a written release from liability in the premises.

(6) The Proprietary Companies agree that whenever any Loss or Damage shall occur which any of them shall be required hereunder to bear, either in whole or in part, the Proprietary Company or Companies so liable shall, to the extent and in the proportion it or they may be required to bear any such Loss or Damage, (a) indemnify and save harmless the other Proprietary Company or Companies from and against any suits, proceedings, causes of actions, claims, demands, attorneys' fees, costs, and other expenses arising from or growing out of any such Loss or Damage, and (b) upon demand reimburse the other Proprietary Company or Companies for any such Loss or Damage borne by it or them in the first instance; and the Proprietary Company or Companies so liable shall assume and conduct the defense of any and all suits or proceedings brought against the other Proprietary Company or Companies on account of any such Loss or Damage and pay any final judgments recovered therein; provided, however, that the Proprietary Company or Companies against which any such suit or proceeding is brought shall give reasonable notice of the institution thereof to the Proprietary Company or Companies required hereunder to bear in whole or in part the Loss or Damage on account of which any such suit or proceeding is brought.

(7) Each Proprietary Company undertakes and agrees with respect to its use of the Terminal and the operation of equipment and appliances thereon and thereover, to comply with all laws, and rules and regulations of any governmental agency having jurisdiction thereover, for the protection of employes or other persons or parties, and if any failure on its part so to comply therewith shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Terminal Agency or any other Proprietary Company or Companies, promptly to reimburse and indemnify the Terminal Agency and such other Proprietary Company or Companies for or on account of such fine, penalty, cost or charge and all expenses and attorneys' fees incurred in defending any action which may be brought on account thereof, and further agrees in the event of any such action, upon notice thereof being given by the Terminal Agency or such other Proprietary Company or Companies, to defend such action, free of cost, charge and expense to the Terminal Agency or such other Proprietary Company or Companies.

ARBITRATION.

Section 34. In case any disagreement shall arise between two or more of the Proprietary Companies relative to the construction or interpretation of any part of this agreement, or concerning the observance or performance of any of its terms or conditions, or as to the apportionment of charges or expenses as provided hereunder, or as to any other matter of dispute arising under this agreement which is expressly assigned as a matter for arbitration, then such question shall be submitted to the arbitrament of disinterested persons who shall be experienced railroad men then or recently in steam railroad service, and who shall be experienced in matters of the character in dispute, to be chosen as follows:

If the question in controversy shall be between one Proprietary Company on one side and one or both of the other Proprietary Companies on the other side, the side desiring arbitration shall select its arbitrator and give written notice thereof to the other side and shall in such notice state precisely the matter or matters which it proposes to bring before the arbitrators and only the matters so stated shall be considered by them. Within thirty (30) days after the service of such notice the side so notified shall select an arbitrator and notify the moving side in writing of such selection. If the side so notified shall not select an arbitrator and notify the moving side in writing of such selection as aforesaid, then the second arbitrator may be appointed by the Judge of the District Court of the United States for the District that shall then embrace the Terminal, who shall have served longest in that capacity in said District, who is willing to act, upon application of the moving side upon giving ten (10) days' written notice of such application to the other side to the controversy.

If, however, the question in controversy shall be between all three Proprietary Companies, the Proprietary Company desiring arbitration shall select its arbitrator and give written notice thereof to each of the other Proprietary Companies, and shall in such notice state precisely the matter or matters which it proposes to bring before the arbitrators and only the matters so stated shall be considered by them. Within thirty (30) days after the service of such notice the Proprietary Companies so notified shall each select an arbitrator and notify the moving Proprietary Company in writing of such selection. If any Proprietary Company so notified shall not select an arbitrator and notify the moving Proprietary Company in writing of such selection as aforesaid,

then the arbitrator for such Proprietary Company so failing to have appointed an arbitrator may be appointed by the Judge of the District Court of the United States for the District that shall then embrace the Terminal, who shall have served longest in that capacity in said District, who is willing to act, upon application of the moving Proprietary Company upon giving ten (10) days' written notice of such application to the other Proprietary Company or Companies.

The arbitrators selected or appointed in the manner provided in either of the two preceding paragraphs, within thirty (30) days after the designation of the one of them last chosen shall jointly name either one or two arbitrators, as the case may be, so that the board of arbitration shall consist of an odd number.

If in any case, as aforesaid, the arbitrators so chosen shall fail to agree upon the selection of an additional arbitrator or arbitrators, as the case may be, such arbitrator or arbitrators may be appointed by the Judge of the District Court of the United States for the District that shall then embrace the Terminal, who shall have served longest in that capacity in said District, who is willing to act, upon application of the moving Proprietary Company upon ten (10) days' written notice of such application to the other Proprietary Companies.

The arbitrators having taken and subscribed an oath before some person authorized by law to administer oaths, to the effect that they will well and truly try and impartially and justly decide the matter in controversy according to the best of their ability (which oath shall be filed with their decision) shall, as soon as possible after their selection, meet to hear and decide the question or questions submitted to them and shall give to each of the Proprietary Companies

reasonable notice of the time and place of such meeting. The hearings of the board of arbitrators shall be conducted in a lawful manner, and after hearing all Proprietary Companies interested and taking such sworn testimony or making such investigation as they may deem necessary, the written decision of the arbitrators, signed by a majority of them, shall determine the controversy, and such determination shall be final and conclusive upon the Proprietary Companies parties to the arbitration.

Upon the making of such decision each Proprietary Company shall and will immediately make such changes in the conduct of its business or such payments or restitution, as the case may be, as by such decision may be required of it.

The books and records of the Terminal Agency and of all the interested Proprietary Companies, so far as they relate to the matters submitted to arbitration, shall be open to the examination of the arbitrators.

The Proprietary Company or Companies against which the award shall be made shall pay all of the fees and expenses of the arbitration, or such fees and expenses may be apportioned by the board of arbitrators as it may determine.

Until the arbitrators shall make their award upon any question submitted to them, the business, settlements and payments to be transacted and made under this agreement shall continue to be transacted and made in the manner and form existing prior to the rise of such question.

SALES, LEASES, CONSOLIDATIONS OF RAILROADS, ETC.

Section 35. No sale, purchase, assignment, lease, consolidation, merger or agreement of any kind or the abandonment of the use of the Terminal by any of the Proprietary

Companies shall release it from its obligations under this agreement. If any of the Proprietary Companies acquires by purchase, lease, or otherwise, the railroad owned or leased by any of the other Proprietary Companies it shall be liable to make all payments and perform all obligations by the terms of this agreement obligatory upon it and upon the Proprietary Company whose railroad it acquires. If the railroad owned or leased by any of the Proprietary Companies is sold or leased to, or otherwise comes into the hands of, any other party, such party shall be charged with all payments and perform all obligations of this agreement obligatory upon such Proprietary Company. If any of the Proprietary Companies are consolidated or if any Proprietary Company is merged into another Proprietary Company, the consolidated or surviving company shall make all payments and perform all obligations of the companies involved in such consolidation or merger. None of the parties hereto shall become a party to any agreement or arrangement providing for any sale, purchase, transfer, assignment or lease of the railroad owned or leased by it, or providing for any consolidation or merger, unless such agreement or arrangement is made expressly subject to this Section 35 hereof.

SUCCESSORS AND ASSIGNS, ETC.

Section 36. The several covenants and stipulations herein contained shall be mutually binding upon and inure to the benefit of the Proprietary Companies, their respective successors, lessees and assigns, provided, however, that none of the Proprietary Companies shall have the right or power to assign or transfer any interest or right under this agreement separate and apart from a sale, assignment, mortgage, lease or sublease of at least that portion located

in California of the railroad owned or leased by it, without the written consent of each of the other Proprietary Companies, and any such assignment without such written consent shall be void; provided, however, that if Salt Lake resumes possession of its railroad it shall *ipso facto* be substituted in the place and stead of Union Pacific, and that if Southern Pacific Railroad Company resumes possession of its railroad it shall *ipso facto* be substituted in the place and stead of Southern Pacific, and in that event Southern Pacific shall thereupon dispose of to Southern Pacific Railroad Company and the latter shall acquire all the interest of Southern Pacific in the Terminal.

COVENANTS AND AGREEMENTS ARE SEVERAL.

Section 37. It is expressly understood and agreed that all of the covenants and agreements to be performed by the Proprietary Companies under this agreement are several and not joint nor joint and several, and in no event shall any Proprietary Company be liable for a default of any of the other Proprietary Companies.

NOTICES.

Section 38. Notices under this agreement shall be given in writing to the President or Vice President of the company or companies entitled thereto.

TERM OF AGREEMENT.

Section 39. This agreement shall take effect as of the date first herein written and shall continue in force for a term of fifty (50) years, and thereafter until terminated by written notice given (either before or after the expiration of said fifty-year term) by any party hereto to each of the other parties hereto on any date in such notice stated, not less, however, than two (2) years subsequent to the date on which such notice shall be given.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in five counterparts by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

SOUTHERN PACIFIC COMPANY,

By A. D. McDONALD,
President.

(SEAL)

Attest: W. F. BULL,
Secretary.

SOUTHERN PACIFIC RAILROAD COMPANY,

By GUY V. SHOUP,
Vice President.

(SEAL)

Attest: ROY G. HILLEBRAND,
Secretary.

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY,

By S. T. BLEDSOE,
President.

(SEAL)

Attest: R. D. BROWN,
Assistant Secretary.

UNION PACIFIC RAILROAD COMPANY,

By W. M. JEFFERS,
President.

(SEAL)

Attest: PAUL RIGDON,
Assistant Secretary.

LOS ANGELES & SALT LAKE RAILROAD
COMPANY,

By W. M. JEFFERS,
President.

(SEAL)

Attest: PAUL RIGDON,
Assistant Secretary.

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss.

On this nineteenth day of October, A. D. 1938, before me P. A. Burke, a Notary Public in and for the said County and State, personally appeared A. D. McDonald, known to me to be the President, and W. F. Bull, known to me to be the Secretary of the SOUTHERN PACIFIC COMPANY, one of the corporations that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

P. A. BURKE,
 Notary Public in and for said
 County and State.

Notary Public, Kings County
 Kings Co. Clerk's No. 455, Register's No. 650
 Certificates filed in
 New York Co. Clerk's No. 1370, Register's No. O-B 836
 Commission Expires March 30, 1940.

STATE OF CALIFORNIA
 CITY AND COUNTY OF SAN FRANCISCO } ss.

On this eleventh day of October, A. D. 1938, before me Frank Harvey, a Notary Public in and for the said County and State, personally appeared Guy V. Shoup, known to me to be the Vice President, and Roy G. Hillebrand, known to me to be the Secretary of the SOUTHERN PACIFIC RAILROAD COMPANY, one of the corporations that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANK HARVEY,
 Notary Public in and for said
 County and State.

STATE OF ILLINOIS }
 COUNTY OF COOK } ss.

On this fifth day of October, A. D. 1938, before me George L. Garver, a Notary Public in and for the said County and State, personally appeared S. T. Bledsoe, known to me to be the President of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, one of the corporations that executed the within instrument, known to me to be one of the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

GEORGE L. GARVER,
 Notary Public in and for said
 County and State.

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

On this fifth day of October, A. D. 1938, before me Arthur C. Jepson, a Notary Public in and for the said County and State, personally appeared R. D. Brown, known to me to be the Assistant Secretary of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, one of the corporations that executed the within instrument, known to me to be one of the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

ARTHUR C. JEPSON,
Notary Public in and for said
County and State.

STATE OF NEBRASKA }
 COUNTY OF DOUGLAS } ss.

On this sixth day of October, A. D. 1938, before me Louis Scholnick, a Notary Public in and for the said County and State, personally appeared W. M. Jeffers, known to me to be the President, and Paul Rigdon, known to me to be the Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, one of the corporations that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

LOUIS SCHOLNICK,
 Notary Public in and for said
 County and State.

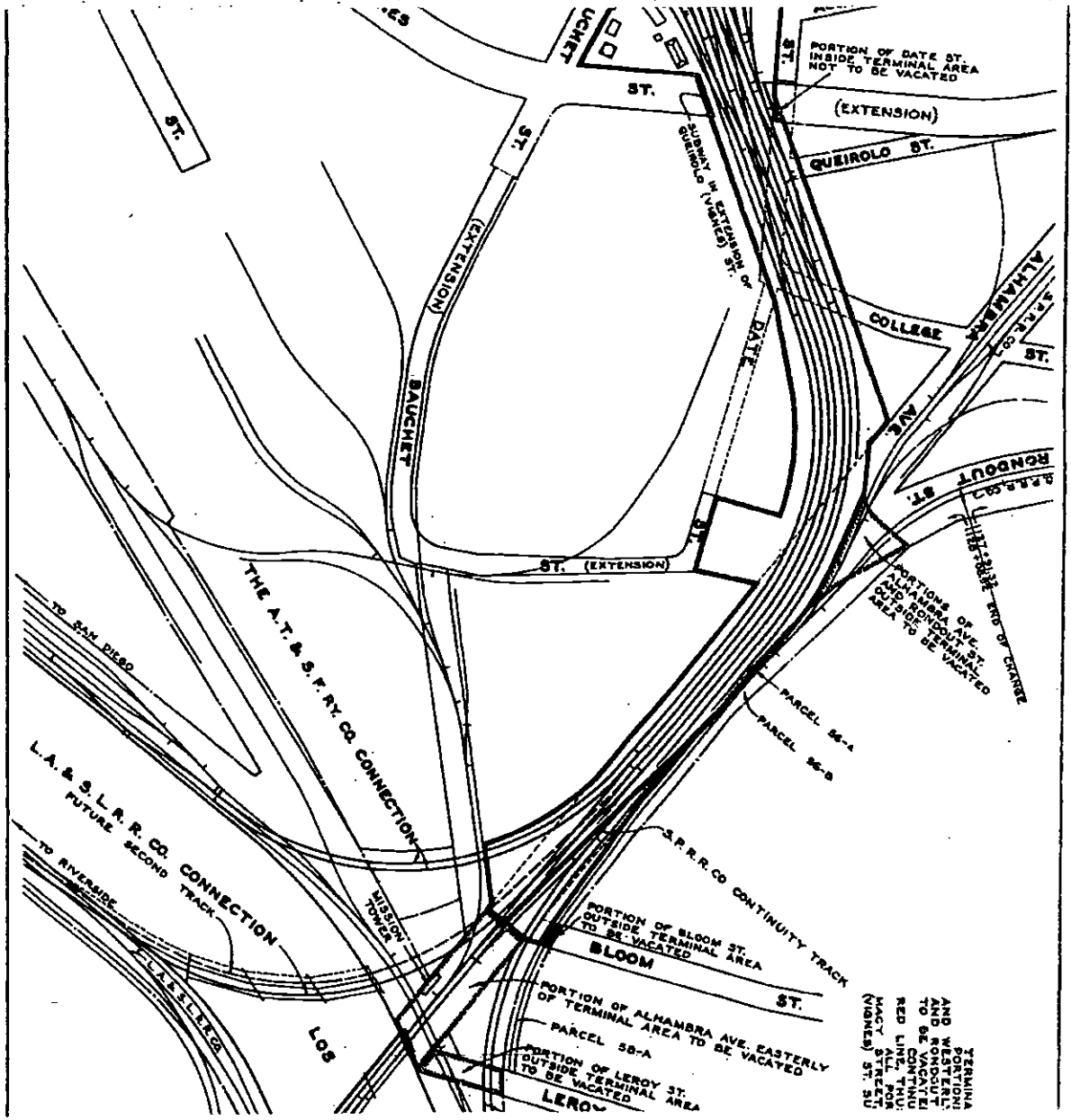
STATE OF NEBRASKA }
 COUNTY OF DOUGLAS } ss.

On this sixth day of October, A. D. 1938, before me Louis Scholnick, a Notary Public in and for the said County and State, personally appeared W. M. Jeffers, known to me to be the President, and Paul Rigdon, known to me to be the Assistant Secretary of LOS ANGELES & SALT LAKE RAILROAD COMPANY, one of the corporations that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

LOUIS SCHOLNICK,
 Notary Public in and for said
 County and State.



*from
Metrolink*

RECORDING REQUESTED BY

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

AND WHEN RECORDED RETURN TO:

Clay M. Smith, Esq.
Catellus Development Corporation
1065 No. PacificCenter Drive, Suite 200
Anaheim, CA 92806

This document is exempt
from documentary transfer tax
(Revenue and Taxation Code Section
11922) and recording fees (Government
Code Section 27383).

AMENDMENT NO.1

TO

EASEMENT AGREEMENT BETWEEN CATELLUS DEVELOPMENT CORPORATION

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

PERTAINING TO LOS ANGELES UNION STATION

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT (this "Amendment") to that certain Easement Agreement dated as of October 30, 1992 (the "Agreement") is made and entered into as of the 1st day of November, 1993 (the "Effective Date") by and between Catellus Development Corporation, a Delaware corporation (together with its successors and assigns, "Catellus"), and Southern California Regional Rail Authority, a California joint powers authority existing pursuant to Sections 6500 et seq. of the California Government Code (together with its permitted successors and assigns, "Metrolink"), as follows:

R E C I T A L S

A. Catellus and Metrolink are parties to the Agreement, which grants Metrolink certain easement rights over and upon portions of the real property commonly known as Union Station and more particularly described on Exhibit A, attached hereto.

B. Catellus and Metrolink have previously agreed to extend the Agreement to and including November 1, 1993. Catellus and Metrolink desire to amend the Agreement in order, among other things, to (i) change the date of expiration of the Agreement, (ii) change the manner of calculating Metrolink's Share of Common Area Expenses, and (iii) change the nature of the easement previously

granted, without affecting its enforceability, assignability, or validity.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. Incorporation. Paragraphs A and B above are hereby incorporated by this reference as if set forth in full at this point. All provisions and defined terms of the Agreement are also incorporated by this reference. All exhibits to this Amendment, if any, are also incorporated by this reference.

2. Nature and Duration of Easements.

2.1 Nature. Notwithstanding the provisions of Section 28.3 of the Agreement, the Easements (as defined in Section 1.14 of the Agreement) are hereby declared to be easements in gross in favor of Metrolink and its permitted successors and assigns. The Easements are agreed by the parties to be specifically assignable by Metrolink and Metrolink's successors and assigns pursuant to, and in compliance with, Section 18.1 of the Agreement.

2.2 Duration. Notwithstanding any contrary provision of the Agreement, including, without limitation, Section 16.1, the Easements granted under this Agreement shall be permanent and

perpetual, unless terminated as expressly provided in Section 16.2 or as otherwise allowed by law.

Pasadena Light Rail

3. PLR/Metrolink's Share of Common Area Expenses. Section 1.31 of the Agreement is hereby amended to provide that the term "Metrolink's Share of Common Area Expenses" shall be revised and restated as "PLR/Metrolink's Share of Common Area Expenses" and shall include the Common Area Expense reimbursement obligations of both the Los Angeles County Metropolitan Transportation Authority ("MTA") in connection with the operation of the Pasadena Light Rail (as defined in Section 7 of this Amendment) and Metrolink. Catellus acknowledges that the Common Area Expense reimbursement obligations of MTA and Metrolink are one and the same. The Agreement is hereby amended to provide for the determination of PLR/Metrolink's Share of Common Area Expenses as provided in this Section 3, notwithstanding any provision of the Agreement. PLR/Metrolink's Share of Common Area Expenses shall be paid monthly in accordance with the terms and provisions of Section 6 of the Agreement.

3.1 Initial Period. Notwithstanding any contrary provision of the Agreement, including, without limitation, Sections 1.31 and 6.3 of the Agreement, PLR/Metrolink's Share of Common Area Expenses means, for the period from October 26, 1992 through December 31, 1993, the amount of \$310,000, which shall not be

subject to increase or decrease regardless of the actual amount of Common Area Expenses for such period.

3.2 Calendar Years 1994-98. Subject to the provisions of Section 6 of this Amendment, PLR/MetroLink's Share of Common Area Expenses for the period of calendar years 1994 through 1998, inclusive, shall be an amount equal to thirty-five percent (35%) of the Common Area Expenses for each of such calendar years.

3.3 Calendar Years 1999-2006. Subject to the provisions of Section 6 of this Amendment, PLR/MetroLink's Share of Common Area Expenses for the period of calendar years 1999 through 2006, inclusive, shall be an amount equal to thirty-seven and one-half percent (37 1/2%) of the Common Area Expenses for each of such calendar years.

3.4 Calendar Years 2007-2011. Subject to the provisions of Section 6 of this Amendment, PLR/MetroLink's Share of Common Area Expenses for the period of calendar years 2007 through 2011, inclusive, shall be an amount equal to forty percent (40%) of the Common Area Expenses for each of such calendar years.

3.5 Calendar Years 2012-2016. Subject to the provisions of Sections 3.6, 5, and 6 of this Amendment, PLR/MetroLink's Share of Common Area Expenses for the period of calendar years 2012 through 2016, inclusive, shall be an amount equal to forty-seven

and one-half percent (47 1/2%) of the Common Area Expenses for each of such calendar years.

3.6 Thirty-Five Percent Floor. Notwithstanding any other provision of the Agreement or of this Amendment, in no event (including, without limitation, the result of the study conducted pursuant to Section 5 or the result of any arbitration conducted pursuant to Sections 4, 5, or 6 of this Amendment) shall PLR/Metro-link's Share of Common Area Expenses be less than thirty-five percent (35%) of the Common Area Expenses for any calendar year. The parties hereby agree and express their intent that thirty-five percent (35%) shall be an absolute floor for PLR/Metro-link's Share of Common Area Expenses throughout the term of the Agreement.

4. Redetermination of PLR/Metro-link's Share of Common Area Expenses For Calendar Years 2012 through 2016. The parties hereby agree that the percentage of Common Area Expenses to be paid by Metro-link for calendar years 2012 through 2016 shall be subject to redetermination in accordance with the terms and provisions of this Section 4.

4.1 Meet and Confer. At any time on or before July 1, 2011, either party may give written notice to the other party of its desire to renegotiate the percentage of Common Area Expenses to be paid by Metro-link for calendar years 2012 through 2016, as provided in Section 3.5, on the ground that such percentage does

not constitute a fair and equitable percentage of such Common Area Expenses. The parties shall thereafter meet and confer at reasonable times and places. Although the parties shall discuss PLR/Metrolink's Share of Common Area Expenses and other related matters in good faith, neither party shall have any obligation to agree to revise PLR/Metrolink's Share of Common Area Expenses, as set forth in Section 3.5. In addition, this paragraph shall not (i) create a basis for liability of either party based upon an alleged failure to meet and confer in good faith, or (ii) prevent either party from commencing an arbitration pursuant to the following paragraph prior to the conclusion of the meet and confer process.

4.2 Arbitration. In the event that the parties are unable to agree on PLR/Metrolink's Share of Common Area Expenses for calendar years 2012 through 2016, either party may commence an arbitration of such issue by giving written notice thereof to the other party. Such arbitration shall be conducted in accordance with California Code of Civil Procedure Section 1280 et seq. (or any successor statute or recodification thereof), except as specifically provided herein. The arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc., 500 North State College Blvd., Suite 600, Orange, CA 92668 ("JAMS") and in accordance with procedural rules established by JAMS for the conduct of commercial arbitrations. In the event that JAMS is unavailable, the parties shall jointly select a neutral arbitrator

and, if they are unable to agree, either party may petition the Los Angeles County Superior Court for the appointment of an arbitrator. At the time of the arbitration hearing, each party shall submit in writing its proposal for PLR/Metrolink's Share of Common Area Expenses for calendar years 2012 through 2016, together with a statement of the methodology upon which such proposal is based; provided, however, that in no event shall such proposal (i) be more than 120%, or less than 80%, of the amount that would otherwise be payable during such period in accordance with Section 3.5, (ii) be based in whole or in part on the degree of utilization of any portion of the Common Area by Metrolink (or its patrons) or by any other Station User, or (iii) challenge the designation of any portion of Union Station as Common Area. Nothing herein shall (i) prohibit a proposal based upon the relative number of Permittees of each Station User, (ii) in any way restrict the powers of the Joint Management Committee under Section 1.9 of the Agreement, or any arbitration that may result therefrom, or (iii) prevent Metrolink from arguing that an expense is not properly a Common Area Expense under Section 1.11 of the Agreement. The arbitrator, after hearing and weighing all the evidence and arguments presented by the parties, shall select either the proposal submitted by Catellus or the proposal submitted by Metrolink. The decision of the arbitrator, regardless of when rendered, shall be effective as of January 1, 2012. The arbitrator shall have no power or authority to render an award other than the selection of one of the two proposals submitted by the parties. In connection with the arbitration

hearing, the burden of proof that PLR/Metrolink's Share of Common Area Expenses should not be the amount which would be payable in accordance with Section 3.5 shall be on the party invoking arbitration. In the event that the arbitrator concludes that the evidence supporting the proposal submitted by the party invoking arbitration does not clearly preponderate over the evidence submitted by the party not invoking arbitration, the arbitrator shall select the proposal submitted by the party not invoking arbitration.

5. Redetermination of PLR/Metrolink's Share of Common Area Expenses for Calendar Years 2017 and Beyond.

5.1 Commission of Study. During the period from 2012 through 2016, the parties shall jointly select, retain, and compensate (on a fifty-fifty basis) a neutral consultant to perform a study of all transit and development activity at Union Station, the Common Area Expenses incurred by Catellus in the operation of Union Station, and the percentage thereof which is reimbursed to Catellus by Metrolink pursuant to the Agreement. The scope of the study, including the methodology by which PLR/Metrolink's Share of Common Area Expenses is determined and the term for which such determination would apply, shall be jointly agreed upon by the parties. If the parties are unable to agree upon such methodology, the scope of the study shall include a recommendation by the consultant of the appropriate methodology to be applied. If the

parties are unable to agree upon the term, such term shall be ten (10) years. The consultant shall issue to Catellus and Metrolink a written report which sets forth such consultant's opinion and recommendation concerning a proposed formula for determining PLR/Metrolink's Share of Common Area Expenses for the period from and after calendar year 2017 (the "Recommendation"). Such written report may, at the request of the parties, address other issues pertaining to Common Area Expenses, including, without limitation, recommendations for increases or decreases in certain components of Common Area Expenses, the area which should constitute Common Area, and the percentage of such expenses which would be fair and equitable for other Station Users to pay.

5.2 Use of the Study. The consultant's report, including the Recommendation, shall be advisory only and shall not be binding upon the parties in any negotiation or proceeding. In the event of an arbitration conducted in accordance with the provisions of this Amendment, the consultant's written report shall be admissible in such proceeding but shall be subject to rebuttal and clarification and shall not be deemed to be conclusive with respect to any issue, including, without limitation, the appropriate percentage of Common Area Expenses to be paid by Metrolink.

5.3 Meet and Confer. The parties shall meet and confer at reasonable times and places to discuss the study, the Recommendation, and PLR/Metrolink's Share of Common Area Expenses for the

period of calendar years 2017 and beyond. Although the parties shall discuss such matters in good faith, neither party shall have any obligation to agree to accept the Recommendation or any aspect of the study. In addition, this paragraph shall not (i) create a basis for liability of either party based upon an alleged failure to meet and confer in good faith, or (ii) prevent either party from commencing an arbitration pursuant to the following paragraph prior to the conclusion of the meet and confer process.

5.4 Arbitration. In the event that the parties are unable to agree on PLR/Metrolink's Share of Common Area Expenses for the period of calendar years 2017 and beyond, the appropriate methodology by which PLR/Metrolink's Share of Common Area Expenses is determined, and the term for which such determination would apply, either party may commence an arbitration of such issues by giving written notice thereof to the other party. Such arbitration shall be conducted in accordance with California Code of Civil Procedure Section 1280 et seq. (or any successor statute or recodification thereof), except as specifically provided herein. The arbitration shall be conducted by JAMS and in accordance with procedural rules established by JAMS for the conduct of commercial arbitrations. In the event that JAMS is unavailable, the parties shall jointly select a neutral arbitrator and, if they are unable to agree, either party may petition the Los Angeles County Superior Court for the appointment of an arbitrator. At the time of the arbitration hearing, each party shall submit in writing its

proposal for PLR/Metrolink's Share of Common Area Expenses, the proposed methodology by which PLR/Metrolink's Share of Common Area Expenses is determined, and the term for which such determination is to apply if agreed upon by the parties or, if no such term is agreed upon, for the period of calendar years 2017 through 2026. Such proposal may (i) be based on any factors the party deems appropriate including, without limitation, the degree of utilization of any portion of the Common Area by Metrolink (or its patrons) or by any other Station User, (ii) challenge the designation of any portion of Union Station as Common Area on the ground that such portion is not properly designated as Common Area pursuant to the definitions set forth in Sections 1.9, 1.20, 1.23, and 1.57 of the Agreement, and (iii) challenge whether an expense is a Common Area Expense under Section 1.11 of the Agreement. The arbitrator, after hearing and weighing all the evidence and arguments presented by the parties, shall select either the proposal submitted by Catellus or the proposal submitted by Metrolink. The decision of the arbitrator, regardless of when rendered, shall be effective as of January 1, 2017. The arbitrator shall have no power or authority to render an award other than the selection of one of the two proposals submitted by the parties. Upon expiration of the period for which the arbitrator's decision is applicable, PLR/Metrolink's Share of Common Area Expenses shall again be subject to redetermination in accordance with the provisions of Sections 5.3 and 5.4 of this Amendment.

6. Redetermination of PLR/Metrolink's Share of Common Area Expenses For Extraordinary Event(s). The parties hereby agree that the portion of Common Area Expenses paid by Metrolink for any calendar year in which there is an occurrence of an Extraordinary Event, as hereafter defined, shall be subject to redetermination in accordance with the terms and provisions of this Section 6. For any such calendar year, Metrolink shall pay, in addition to PLR/Metrolink's Share of Common Area Expenses, the actual, incremental costs incurred by Catellus which result in any manner from the occurrence of such Extraordinary Event(s) (the "Extraordinary Costs").

6.1 Definition of Extraordinary Event. As used in the this Section 6, an Extraordinary Event shall mean those occurrences which result in substantial and non-routine changes in Common Area Expenses to Catellus and which arise out of or are related in any way to the presence, activities, or operations of Metrolink and/or Pasadena Light Rail (as defined in Section 7.1) at Union Station. Extraordinary Events shall include, without limitation, Acts of God, special events and activities promoted by, for, or on behalf of Metrolink, permanent or temporary substantial increases or decreases in the number of passengers utilizing Union Station as a result of Metrolink and/or Pasadena Light Rail (as defined in Section 7 below), and substantial increases or decreases in janitorial, maintenance, security or other labor costs. The parties hereby agree that, except as provided in the following

sentence, regularly scheduled train service between Union Station and points within the Counties of Los Angeles, Orange, Ventura, Riverside, and San Bernadino, and the City of Oceanside shall not constitute an Extraordinary Event. The parties further agree that commencement and operation of the southerly extension of Pasadena Light Rail (commonly referred to as the "Downtown Connector"), with through service to Long Beach, and the Glendale/Burbank extension of the Pasadena Light Rail shall constitute Extraordinary Events for which Catellus shall be entitled to recover all of the Extraordinary Costs resulting from such events during the balance of the term of the Agreement, but such events shall not result in an increase in PLR/Metrolink's Share of Common Area Expenses.

Santa Barbara
County

6.2 Meet and Confer. At any time during the term of the Agreement, either party may give written notice to the other party of its desire to determine (i) whether there has been an occurrence of an Extraordinary Event in any stated calendar year(s) and, if so, (ii) the amount of Extraordinary Costs. The parties shall thereafter meet and confer at reasonable times and places. Although the parties shall discuss the Extraordinary Event, the amount of Extraordinary Costs, and other related matters in good faith, neither party shall have any obligation to agree with respect to any such matter.

6.3 Arbitration. In the event that the parties are unable to agree on the occurrence of an Extraordinary Event and/or

the amount of Extraordinary Costs for the calendar year(s) in question, either party may commence an arbitration of such issue(s) by giving written notice thereof to the other party. Such arbitration shall be conducted in accordance with California Code of Civil Procedure Section 1280 et seq. (or any successor statute or recodification thereof), except as specifically provided herein. The arbitration shall be conducted by JAMS and in accordance with procedural rules established by JAMS for the conduct of commercial arbitrations. In the event that JAMS is unavailable, the parties shall jointly select a neutral arbitrator and, if they are unable to agree, either party may petition the Los Angeles County Superior Court for the appointment of an arbitrator. At the time of the arbitration hearing, each party shall submit in writing its proposal with respect to whether there has been an occurrence of an Extraordinary Event and, if so, the Extraordinary Costs for the calendar year(s) in question. The arbitrator, after hearing and weighing all the evidence and arguments presented by the parties, shall select either the proposal submitted by Catellus or the proposal submitted by Metrolink. The arbitrator shall have no power or authority to render an award other than the selection of one of the two proposals submitted by the parties. In connection with the arbitration hearing, the burden of proof that PLR/Metro-link's Share of Common Area Expenses should not be the amount which would be payable in accordance with Section 3 shall be on the party invoking arbitration. In the event that the arbitrator concludes that the evidence supporting the proposal submitted by the party

invoking arbitration does not clearly preponderate over the evidence submitted by the party not invoking arbitration, the arbitrator shall select the proposal submitted by the party not invoking arbitration.

7. Common Areas Expenses For Pasadena Light Rail.

7.1 Common Area Expenses. The parties hereby acknowledge that MTA intends to operate a light rail passenger service from the City of Pasadena to Union Station utilizing a light-rail system (the "Pasadena Light Rail"). The parties hereby agree that PLR/Metrolink's Share of Common Area Expenses includes, and reimburses Catellus for, any portion or share of the Common Area Expenses which would otherwise be payable to Catellus by MTA in connection with the operation of the Pasadena Light Rail. Accordingly, upon commencement of the operation of the Pasadena Light Rail, the total amount required to be paid by Metrolink under the Agreement and by MTA under that certain Easement, Construction License and Right of Entry Agreement between Catellus and MTA of even date herewith as and for their reimbursement of Common Area Expenses shall not exceed, in the aggregate, PLR/Metrolink's Share of Common Area Expenses. Any arbitration proceeding conducted pursuant to this Amendment to redetermine PLR/Metrolink's Share of Common Area Expenses shall be binding upon both Metrolink and MTA, as well as Catellus.

7.2 Allocation by Separate Agreement. The parties hereby agree that the allocation of PLR/Metrolink's Share of Common Area Expenses shall be allocated between Metrolink and MTA pursuant to a separate agreement between Metrolink and MTA of even date herewith. At all times during the term of the Agreement, Catellus shall be entitled to receive from Metrolink the entire amount of PLR/Metrolink's Share of Common Area Expenses notwithstanding the provisions of any such agreement, the failure of Metrolink and MTA to enter into such an agreement, the subsequent default of any party to such agreement, or the subsequent expiration or termination of such agreement. In no event shall Catellus be (i) bound by any allocation of PLR/Metrolink's Share of Common Area Expenses between Metrolink and MTA, or (ii) restricted from collecting the entire amount of PLR/Metrolink's Share of Common Area Expenses from Metrolink (without regard to any contribution or payment, or lack thereof, from MTA to Metrolink), unless Catellus enters into a written agreement with Metrolink and MTA specifically providing for such matters.

8. Modification to the Common Area. Notwithstanding the provisions of Section 3.5 of the Agreement, during the period from the Effective Date through December 31, 2016, Catellus shall not be entitled to make any increases in the Common Area which, in the aggregate, result in an increase of more than twenty percent (20%) of the total square footage of Common Area existing as of the

Effective Date without the prior written consent of Metrolink, which shall not be unreasonably withheld or delayed.

9. Budgets; Estimate Statement; Payment of Expenses. In partial modification of Section 6.2.1 of the Agreement, the parties hereby agree that the phrase "appropriate supporting documentation" set forth in the first sentence of said Section 6.2.1 shall include a map or drawing depicting the Common Area and a statement of the total square footage of the Common Area.

10. Lease of Office. Section 2.12 of the Agreement is hereby revised in total to state as follows:

"2.12 Lease of Office. Metrolink shall have the right to lease at fair market value and on terms and conditions satisfactory to Metrolink and Catellus, as long as this Agreement is in effect, an office at Union Station in an area of at least 500 square feet, which office shall be used in connection with Metrolink's rail operations, including passenger services. Such lease shall be set forth in a separate agreement between the parties from time to time."

11. Metrolink Default. Section 17.1.1 of the Agreement is hereby revised in total to state as follows:

"17.1.1 The failure by Metrolink to make any payment of Expenses or any other payment required to be made by Metrolink pursuant to the terms of this Agreement as and when due, where such failure shall have continued for a period of 30 days after Metrolink's receipt of written notice thereof from Catellus; provided, however, that such failure shall not constitute an Event of Default if, prior to the expiration of such 30-day period, Metrolink deposits the entire amount demanded in said written notice into an interest-bearing escrow account, the amount remains in such escrow account pending resolution of the dispute, and the amount is immediately made available to satisfy Metrolink's obligation upon resolution of the dispute. The amount deposited into the escrow account shall not prohibit Catellus from seeking or recovering a greater amount in any arbitration or judicial proceeding; or"

12. Repair Obligations. Section 20.1 of the Agreement is hereby revised by the addition of the following sentence immediately following the second sentence thereof:

"If, despite Catellus' efforts, Metrolink suffers an Impairment, the PLR/Metrolink Share of Common Area Expenses shall be abated for the period of such Impairment and to the extent of such Impairment."

13. Required Catellus Coverage. Section 13.4 of the Agreement is hereby amended by the addition thereto of the following provision:

"13.4.1 Property Insurance. Catellus shall obtain and maintain a policy or policies of fire and extended coverage insurance covering the Interior Common Area in commercially reasonable amounts. Each policy obtained by Catellus shall be an "all risk" policy of insurance or equivalent insuring against all risks, including loss or damage by fire, wind-storm, earthquake (unless waived by Metrolink or not available at commercially reasonable rates), aircraft, vehicle, smoke damage and sprinkler leakage."

14. Integration, Interpretation, and Restatement.

14.1 Integration and Interpretation. This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof. The Agreement and this Amendment shall not be further amended or modified except by a written instrument signed by both parties. This Amendment is the joint work product of both parties and shall not be construed more favorably for, or more strictly against, either party on the grounds that such party participated more or less fully in the preparation of this Amendment.

14.2 Restatement. Except as expressly provided herein, Catellus and Metrolink fully confirm, ratify, and restate the Agreement and each provision thereof.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By Jack James

Title VP DEVELOPMENT

By Clay M. Auth

Title ASSISTANT SECRETARY

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY,
a California Joint Powers Authority

By: Stanger

Title: EXECUTIVE DIRECTOR

ATTEST
By: Jeffrey J. Lyon

Title: Asst. Gen. Counsel - LACMTA

C A T E L L U S

→ Stuart Church
Bruce Ferguson
has paid. For
your files?
RS

May 4, 1993



240812 MAY 10 8

Jacki Bacharach
Chair
Southern California Regional Rail Authority
818 Seventh Street
Los Angeles, CA 90012

Re: Lease for Passenger Services Office
for Metrolink at Union Station

Dear Ms. Bacharach:

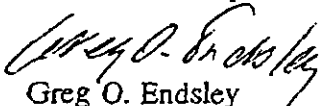
Per your acceptance to the terms and conditions of Ted Tanner's lease letter dated October 30, 1992 (enclosed), for the above mentioned office space, paragraph D states that "The rent for the lease of the Office will be prepaid to Catellus, and shall be in the amount of \$111,000.00 for the 10 year term. The rent shall be paid within 15 days after the date Metrolink receives written notice from Catellus of the date that the Office will become available to Metrolink".

This letter serves as written notice that the said Office Space was made available to Metrolink on or before May 1, 1993. As you might be aware, your contractor Morrison Knudsen, was granted access to the space and commenced removals beginning the first week in April under contract C.6200. May 1, 1993 shall, therefore, serve as the lease commencement date. The ten (10) year term will expire April 30, 2003

This letter will also serve as the invoice for \$111,000.00 which represents the rent prepayment amount due Catellus. Please submit payment to: Catellus Development Corporation 1065 N. PacificCenter Drive, Suite 200, Anaheim, CA 92806, Attn: Greg O. Endsley

Please feel free to call me at (714) 237-7366 if you have any questions in regards to this letter.

Sincerely,
Catellus Development Corporation


Greg O. Endsley
Asset Manager

enclosure

cc: Ted Tanner - Catellus Development Corporation, Los Angeles
Miles Huber - Catellus Development Corporation, Los Angeles
Richard Stanger - Southern California Regional Rail Authority, Los Angeles
David Solow - Southern California Regional Rail Authority, Los Angeles

CATELLUS DEVELOPMENT CORPORATION

Contract Number

LCR-041-93

AGREEMENT

BETWEEN

AMTRAK

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR OPERATION OF

THE RAIL YARD

AT

LOS ANGELES UNION PASSENGER TERMINAL

DATED: June 1, 1992

**AGREEMENT BETWEEN AMTRAK AND SCRRA
FOR OPERATION OF
THE RAIL YARD AT LOS ANGELES UNION PASSENGER TERMINAL**

Amtrak currently operates intercity rail passenger service to and from the Los Angeles Union Passenger Terminal (LAUPT), as well as one commuter round-trip per day at LAUPT under contract with the Orange County Transportation Authority. A joint powers board, the Southern California Regional Rail Authority (SCRRA), representing Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties will in the future commence operation of commuter trains to and from LAUPT. Intercity trains of Amtrak and commuter trains operating to and from LAUPT will jointly use the tracks, platforms, and associated railroad operating facilities in "the Rail Yard" (as defined in Section 1 below). The purpose of this Agreement is to establish a clear and fair relationship for such joint use and operations of the parties in the Rail Yard.

The parties also contemplate that SCRRA may consolidate dispatching control of trackage in the Mission Tower and Terminal Tower area in the future. In that event, the parties desire that the operating relationship established in this Agreement be extended to such expanded territory by further agreement of the parties, which further agreement may include maintenance of SCRRA trackage and facilities as well as dispatching of the consolidated territory. Further dispatching control consolidations or expansion of the operating relationship to encompass additional routes or facilities will be by additional agreement.

Section 1

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meaning specified

below:

(a) Rail Yard - Rail Yard means the tracks, platforms (including the ramps leading from the tunnel to the platforms), signals, Terminal Tower, and associated railroad operating facilities at Los Angeles Union Passenger Terminal as shown in the area designated as the "Non-Exclusive Trainyard Area" in Exhibit B-1 to the Lease between Catellus Development Corporation and National Railroad Passenger Corporation with respect to Los Angeles Union Station, Effective as of January 1, 1991; Exhibit B-1 to that Lease is attached as Exhibit B to this Agreement.

(b) Dispatch - Dispatch means the control of train movements and track assignments in the Rail Yard on a day-to-day basis in accordance with the schedules, priorities, and Operating Plan agreed upon by the parties.

(c) Dispatcher - Dispatcher means the employee(s) responsible for performing the Dispatch function.

(d) SCRRA - SCRRA means the Southern California Regional Rail Authority formed by the Counties of Los Angeles, Ventura, Riverside, Orange, and San Bernardino, and "SCRRA" shall also mean that Authority, SCRRA's designated Contract Operator, or any successor entity that is authorized to act on its behalf.

(e) LAUPT - LAUPT is the property owned by Catellus Development Corporation in Los Angeles that is referred to as "the Terminal" in the Lease between Catellus Development Corporation and National Railroad Passenger Corporation with respect to Los Angeles Union Station, Effective as of January 1, 1991.

(f) Yard Operator - Yard Operator shall mean the party responsible for the Dispatch function as well as maintenance of the Rail Yard.

Section 2

RIGHT TO USE THE RAIL YARD

At any point in time, Amtrak and SCRRRA shall be entitled to commence, continue, or modify the operation of their passenger train service to and from the Rail Yard to the extent feasible on the basis of available capacity in the Rail Yard, the critical importance of maintaining reliable on-time performance, and any other relevant considerations. Requests for additional or modified service shall be made by giving written notice to the other party a reasonable time in advance of the proposed effective date of the requested service change. The other party shall respond to such request in no longer than 15 calendar days, stating clearly any problems or concerns the other party has as a result of the requested additional or modified service. In the event that either party asserts that modification of current operations or operation of additional trains cannot be accommodated in the Rail Yard, the issue of the feasibility of such modified or additional operations may be submitted to arbitration pursuant to Section 10 of this Agreement at the option of either party.

Section 3

MAINTENANCE AND MODIFICATIONS TO RAIL YARD

(a) Unless otherwise agreed by the parties, the party (Yard Operator) that is responsible for performing the Dispatch function as provided in Section 6 shall also be responsible for maintaining the Rail Yard (including, but not limited to, maintenance, repair, cleaning, and security). Planned maintenance work which may affect operation of trains of either party will not be performed without first providing advance notice to both parties to permit consultation that will ensure minimum disruption to operation of train services. The parties shall agree on the manning required for maintaining the Rail Yard, which shall not be modified without the consent of the other party.

(b) Either party may request that capital work be performed to the facilities in the Rail Yard and shall provide advance notice to the other party concerning the proposed improvements. Capital work requested by a party will not be performed without the prior approval of the other party, which approval shall not be unreasonably withheld or delayed. Every reasonable effort shall be made to allow the other party to participate in planning for improvements that are being considered and the parties shall each assign representatives with appropriate seniority to participate in the planning, design review and construction process. A party requesting a change in facilities shall provide design plans to the other party, which shall have no more than 45 days in which to review and comment on them if it has previously been involved in the planning process for the proposed change, and no more than 90 days if it has not previously been involved. The parties shall use their best efforts to

reach agreement on sharing of costs of capital work in the Rail Yard that will provide benefits to both parties; provided, however, that unless otherwise agreed by the parties, the party requesting a change in the facilities in the Rail Yard shall pay the entire cost of such improvement. Participation by either party in consultations and reviews on maintenance or capital work shall not be a shared cost as defined in Section 7; each party's participation in this regard shall be from its own resources.

(c) As used in this Section 3, the term "capital work" means changes in or improvements to the tracks and facilities in the Rail Yard. It does not include routine monitoring, routine repair, or periodic rehabilitation of track and facilities required to sustain the condition of such track and facilities so that they will continue to function at the level of their design capability.

(d) The party requesting capital work shall not be obligated in any way to utilize forces employed by the Yard Operator to perform any of this work. Neither party shall grant access to the Rail Yard to a third party without requiring the party to execute a permit to enter the property and obtain insurance in forms and amounts agreed upon by the parties.

(e) Prior to initiation of SCRRRA services, the parties shall agree upon the fixed facilities to be maintained and level of maintenance required in terms of condition and, as appropriate, track speeds and FRA class.

Section 4

OPERATING PLAN

Amtrak and SCRRRA shall routinely identify to each other and discuss their most critical operating priorities in connection with the use of the Rail Yard. The parties shall jointly develop an Operating Plan for the Rail Yard which will be closely adhered to on a daily basis, and shall be updated whenever there is an operational change. The Operating Plan will address revenue and non-revenue trains and schedules, equipment source and consist, track occupancy, and assigned track numbers. The Operating Plan will be designed to avoid operating conflicts under normal operations. A copy of the Operating Plan and all priorities agreed upon by Amtrak and SCRRRA shall be furnished in writing to the Dispatcher. A copy of all other written communications given by either party to the Dispatcher concerning train movements shall be given to the other party.

*Operating Plan
Framed sheet*

Section 5

PRIORITY TREATMENT OF TRAINS

(a) General - The parties agree upon the importance of maintaining a high level of on-time performance for all trains. Except as provided below, all trains and all passengers shall be deemed to be equally important in the Dispatch of trains in the Rail Yard. Every effort shall be made to Dispatch trains in a manner that minimizes 1) delay to all revenue train operations, 2) passenger inconvenience, and 3) delay to non-revenue trains operating

into the Rail Yard for their next run or out of the Rail Yard for servicing between runs. The parties shall agree upon a report format to display daily performance. Such reports shall be prepared daily and available by 9:00 a.m. on the next day.

(b) Normal Priority - Under normal operating conditions, trains will be dispatched into or out of the Rail Yard in sequence as presented for arrival or departure. Priority will be accorded to trains operating on time (i.e., outbound trains ready to depart within five minutes of their scheduled time* or inbound trains presented at Terminal Tower at or within five minutes after their scheduled time). Once an inbound or outbound train is more than five minutes beyond its scheduled time, it will be subordinated to an on-time train, provided that such train shall not be held for more than 15 minutes to permit on-time trains the priority established in the preceding sentence. Revenue passenger trains will be given priority over non-revenue passenger trains, empty trains, switching moves, engine movements, work trains, and freight operations.

(c) Exceptions - Specific trains may be given a preference over other trains on a normal basis if Amtrak and SCRRA agree. Such agreement shall be in writing as provided in Section 4. The Dispatcher may give individual trains priority on a particular day if the train involved has a close published connection, a tight equipment turn is involved, a medical or other emergency exists, or other circumstances exist that clearly warrant special treatment. In such circumstances, the non-dispatching party shall be promptly notified. Extra trains and special trains shall be subordinated to all regularly scheduled train operations.

* Scheduled time is as shown in Operating Plan.

(d) Consultation on Performance - If a particular type of preference on which Amtrak and SCRRA have not agreed occurs frequently, or if there is a significant increase in the frequency or severity of train delays due to operating conflicts, the representatives of Amtrak and SCRRA as designated in Section 9 shall meet within ten working days of being notified to take appropriate action to reduce or eliminate such preference or delays. Lacking resolution, such issue shall be resolved as provided for in Section 10.

(e) Train Priority Outside of Rail Yard - The agreement of the parties with respect to the relative operating priorities of Amtrak and SCRRA trains outside of the Rail Yard is set forth in the letter agreement from Robert C. VanderClute to Richard Stanger, dated May 7, 1992, which is attached to this Agreement as Exhibit A.

(f) Staffing - Unless otherwise specified in this Agreement, the parties shall be solely responsible for supervision and staffing of all their other operating functions including, but not limited to, management of train and engine crews, mechanical, and passenger services personnel.

Section 6

DISPATCHING RESPONSIBILITY

(a) Amtrak is currently responsible for performing the Dispatch function in the Rail Yard. Amtrak shall continue to perform the Dispatch function unless it agrees with SCRRA to a change in responsibility or is replaced as provided in Subsection (b) below. The Dispatch function shall be performed in accordance with the Operating Plan, related

jointly agreed upon written communications as defined in Section 4, and priority treatment of trains as defined in Section 5. The party that is not responsible for the Dispatch function shall be entitled to place a representative in the Dispatching office for purposes of observation at any time; provided, however, that such representative may not actively participate in or direct the performance of the Dispatch function.

(b) At any time commencing 12 months after SCRRRA starts operating revenue commuter trains in the Rail Yard, SCRRRA may notify Amtrak of its desire to assume responsibility for performing the Dispatch function and maintaining the Rail Yard. Subject only to Amtrak's prior approval that SCRRRA has the ability to safely and efficiently perform those functions, which approval shall not be unreasonably withheld, SCRRRA may assume responsibility for those functions 6 months after the notice is given pursuant to the preceding sentence. SCRRRA shall perform those functions in accordance with the principles of fairness and efficiency specified in this Agreement.

(c) If SCRRRA assumes responsibility for the Dispatch and maintenance functions by agreement or by exercising its right pursuant to Subsection (b) of this section, SCRRRA (or its contractor) shall offer priority of employment, subject to reasonable qualifications standards, to all non-management employees of Amtrak who are at that time engaged in performing the Dispatch and maintenance functions with respect to the Rail Yard; provided, however, that SCRRRA shall have no responsibility to pay any labor protection obligation that Amtrak may have to any such employees and that SCRRRA shall not by virtue of this Agreement be considered to have agreed to accept the terms or conditions of the collective bargaining agreement between the Yard Operator and such employees.

(d) In the event of a strike by its employees, Yard Operator shall make every reasonable effort to continue operation of the Rail Yard, including staffing by management employees. Should the Yard Operator cease operation of the Rail Yard because of a strike by its employees, the other party shall have the right to assume the functions of the Yard Operator as set forth in this Agreement with properly qualified personnel until the earlier of (i) the end of the strike or (ii) such time that the designated Yard Operator gives notice that it is able to resume those functions.

Section 7 (See Amendments #2)

COST OF OPERATIONS AND MAINTENANCE

(See Amend 2) Each party shall pay 100% of the costs of operating and maintaining the Rail Yard that are solely related to the party's operations, plus its percentage share (the "Percentage") of the costs of operating and maintaining the Rail Yard that are not related solely to the presence and/or operations of Amtrak or commuter service. For purposes of this section, a party's Percentage is a fraction, the numerator of which is the number of revenue passenger trains operated to and from the Rail Yard each month by the party, and the denominator of which is the total number of revenue passenger trains operated to and from the Rail Yard by Amtrak and all commuter operators in the month. Neither party shall pay the other any amount for (or in lieu of) rent, return on investment, or opportunity cost with respect to its use of the Rail Yard.

(See Amendment 2) The costs of operating and maintaining the Rail Yard shall consist of a) employees' direct wages and salaries specifically assignable to those functions, plus additives at the current rates of the Yard Operator to cover the cost of health, welfare, taxes, injuries, and vacation (including holiday and other paid absences), and an overhead charge of 15% on top of such direct labor, (b) the actual invoice or inventory cost of materials used in the Rail Yard, plus an additive for purchasing and materials handling of 8% (except for rail, ties, and ballast which shall only bear a 1% additive), (c) utilities, (d) a reasonable apportionment of the cost incurred by the Yard Operator that are attributable to providing security services for the Rail Yard in common with other locations, and (e) other costs which the parties determine are directly assignable to operation and maintenance of the Rail Yard. ^{Amendment 2 Addition} All costs of the Yard Operator to operate and maintain the Rail Yard shall be subject to audit and shall be deemed to be of common benefit to the parties unless a specific cost is agreed to be solely related to operations of Amtrak or commuter service. For each fiscal year beginning July 1 after the start of commuter operations at LAUPT, the parties shall agree no later than April 1 upon an operating budget for the Rail Yard that is developed by the Yard Operator.

Section 8

PAYMENTS

After the commencement of operations in the Rail Yard by SCRRA, the parties shall develop procedures to ensure that the Yard Operator is compensated by the other party for costs incurred by the Yard Operator that are reimbursable under Section 7 of this Agreement.

The payment procedures to be agreed upon by the parties shall be designed to ensure that the Yard Operator is not required to expend significant amounts of its own funds in advance of being paid for the other party's operations in the Rail Yard. If the payment procedure agreed upon by the parties involves advance or estimated payments, the amounts of those payments should be agreed upon in the development of the operating budget as provided in Section 7 for each year.

Section 9

RISK OF DAMAGE AND LIABILITY

(a) As between Amtrak and SCRRRA, this section shall govern the apportionment of the risk of damage or injury in connection with use of and operations in all parts of LAUPT, including the Rail Yard. The party that is responsible for specified damage or injury shall defend, indemnify, and hold harmless the other party with respect to losses or claims associated with such damage or injury. All costs of either party associated with damage or claims covered by Subsection (d) shall be shared equally by the parties.

(b) Amtrak and SCRRRA will each be responsible for any injury or damage to its own passengers, employees, contractors, or equipment, and will indemnify the other party with respect to such injury or damage, irrespective of negligence or fault or other act or omission of such other party.

(c) Except as provided in (b) and (d), Amtrak and SCRRRA will each be responsible for clearing of wrecks and for injury to or damage to the property of third parties

that arises solely out of the operation of its trains, and will indemnify the other party with respect to such damage or injury irrespective of negligence or fault or other act or omission of such other party.

(d) The parties will share equally the costs of damage to the right of way (including clearing of wrecks) or injury to or damage to the property of third parties (other than passengers or employees) that arise out of an accident involving trains of both SCRRA and Amtrak, irrespective of negligence or fault or other act or omission of either party. All other liability or damage that may arise in connection with the operation, maintenance, or mere existence of the Rail Yard shall be shared equally by the parties.

(e) The cost of restoration of facilities in the Rail Yard due to any accidents shall be included as a common cost of maintenance and apportioned pursuant to Section 7.

Section 10

LIAISON

Amtrak and SCRRA shall each designate in writing to the other an individual with an office in the Los Angeles metropolitan area 1) who will have authority to act on behalf of the party and 2) to whom the other party can provide notices required pursuant to this Agreement.

Section 11

DISPUTE RESOLUTION

The parties agree to make a good faith effort to resolve any dispute, claim, or controversy between them relating to the interpretation, application, or implementation of this Agreement. In addition to efforts to resolve issues at the staff level, it is agreed that no matter shall be submitted to arbitration without the prior awareness of senior management of both parties. Any such dispute, claim, or controversy that cannot be resolved by agreement shall be submitted to binding arbitration in the following manner:

(a) The party wishing to initiate arbitration shall notify the other in writing of its desire to submit the matter to arbitration. Such notice shall contain a statement of the issues and shall designate one arbitrator.

(b) Within 15 days of such notice, the other party shall respond in writing by designating a second arbitrator.

(c) Within 15 days of designation of the second arbitrator, the two arbitrators designated as aforesaid shall appoint a third arbitrator to serve as chairman, except that if a second arbitrator has not been designated as provided in subsection (b), no arbitrator other than the first one named need be designated. If the two arbitrators so designated fail to appoint a third arbitrator within the time provided herein, the initiating party may request the American Arbitration Association to appoint a third arbitrator.

(d) Unless otherwise agreed by the parties, the arbitrators shall hear and decide the issues submitted to them with 75 days from the appointment of the third arbitrator. The arbitrators shall give each party reasonable notice of the time and place of the hearing.

(e) The arbitrators, or a majority of them, shall promptly render their decision and award in writing to the parties.

(f) Any arbitration award rendered hereunder shall be final and binding upon the parties. Judgment upon any such arbitration award may be entered in any court having jurisdiction over the parties.

(g) Each party shall bear its own costs and expenses of arbitration, including the cost and any expenses of the arbitrator designated by it. The fees of the chairman and any other remaining expenses shall be borne equally by the parties, except that the arbitrators may impose a greater proportion or all of such fees and expenses upon one of the parties if it is determined that such party did not make a good faith effort to resolve the matter prior to the commencement of arbitration, has unreasonably delayed the arbitration process, or has taken a position which is totally lacking in merit as to one or more of the issues.

Section 12

TERM

This Agreement shall take effect June 1, 1992, and shall remain in effect at least until June 1, 1998. The Agreement shall remain in effect thereafter until it is terminated by notice

given by either party no less than 12 months prior to the date upon which the Agreement is to be terminated.

Section 13

MISCELLANEOUS PROVISIONS

(a) Governing Law. The interpretation of this Agreement shall be governed by the laws of the District of Columbia.

(b) Entire Agreement. This Agreement embodies the entire agreement between the SCRRRA and Amtrak relating to the joint use of the Rail Yard. No oral statement or prior written matter will have any force or effect. The parties hereby acknowledge that they are not relying on any representations or agreements other than those contained in this Agreement. This Agreement will not be modified except in writing subscribed to by both parties.

(c) Severability. In the event that any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance is found to be invalid or unenforceable in any respect, the remainder of this Agreement or the application of such term or provision to persons or circumstances shall nevertheless be binding with the same effect as if the invalid or unenforceable provision were originally deleted. This will not apply where the term, covenant, condition, or provision or part thereof that is declared invalid or unenforceable is so fundamental to the Agreement that the remainder of the

Agreement, standing alone, does not represent a meeting of the minds of the parties, or substantially alters the rights or obligations of either party under the Agreement.

(d) Waiver. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is reduced to writing and signed by the party to be charged. No such waiver shall be construed as a modification of any of the provisions of this Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in the waiver. The failure of either party to insist at any time upon the strict observance of any of the provisions of this Agreement, or to exercise any right or remedy in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof.

(e) Notices. All notices required under this Agreement shall be mailed by first class mail to:

Richard Stanger
Executive Director
Southern California Regional
Railroad Authority
818 West Seventh Street
Los Angeles, CA 90017
Telecopy: 213-489-1469

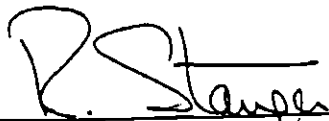
John Johnston
Manager Contract Administration
National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Telecopy: (202) 906-2652

Note :

(Section 14 added by Amendment I)

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement.

SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY



By: Richard Stanger

Its: Executive Director

NATIONAL RAILROAD PASSENGER
CORPORATION



By: Robert C. VanderClute

Its: Vice President - Transportation

APPROVED AS TO FORM
DE WITT W. CLINTON, COUNTY COUNSEL
BY Helen Starker
Deputy

TABLE OF CONTENTS

AGREEMENT FOR OPERATION OF THE RAIL YARD
AT LOS ANGELES UNION PASSENGER TERMINAL
DATED JUNE 1, 1992

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ATTACHMENTS

EXHIBIT A - Letter Agreement/Relative Operating Priorities of Amtrak and SCRRA Trains

EXHIBIT B - Rail Yard At Los Angeles Union Passenger Terminal

EXHIBIT A

May 7, 1992

Mr. Richard Stanger
Executive Director
Southern California Regional Rail
Authority
818 West Seventh Street
Los Angeles, California 90017

RE: Relative Operating Priorities of Amtrak and
SCRRA Trains

Dear Mr. Stanger:

The purpose of this letter is to set forth the agreement of the parties concerning operating priorities and the impact on incentive/penalty performance arrangements governing Amtrak trains operated on rail lines over which SCRRA commuter trains are also operated; provided, however, that it does not govern operations of trains for the benefit of either Amtrak or SCRRA within the rail yard at Los Angeles Union Passenger Terminal ("LAUPT"), which is governed by a separate agreement between the parties.

Amtrak and SCRRA agree that trains of either party operating toward LAUPT in the morning peak hours (i.e., 6:00 a.m. to 9:00 a.m.) and away from LAUPT in the afternoon peak hours (i.e., 4:30 p.m. to 7:00 p.m.) shall be given preference over trains operating in the opposite direction. When trains are operating in opposing directions in periods other than the peak hours identified in the preceding sentence and one train is operating later than its scheduled time, the train that is operating on-time shall be given preference. When trains of both parties are operating in the same direction at any time, the trains will be handled in the order presented without regard to whether they are operating on-time or late.

Amtrak agrees that it will undertake to amend the performance incentive/penalty provisions of its operating agreements with freight railroads to the extent they apply to operation of Amtrak trains on rail lines owned or formerly owned by such freight railroads that are still operated or maintained by such freight railroads. The purpose of the amendments will be to provide the freight railroad relief in measuring on-time performance for delays to Amtrak trains 1) as a result of the preference accorded pursuant to the first sentence of the preceding paragraph, 2) as a result of an Amtrak train being required to operate behind a commuter train operating in the same direction in the morning or afternoon peak hours because it was operating more

Mr. Richard Stanger
SCRRA
Page 2

than five minutes later than its scheduled time and the commuter train was operating within five minutes of its scheduled time, or 3) as a result of a commuter train being given preference pursuant to the second sentence of the preceding paragraph, but only if the Amtrak train that was operating late had not been delayed by actions of the contracting freight railroad.

If the provisions set forth above accurately describe your understanding of the agreement between Amtrak and SCRRA with respect to operating priorities and freight railroad performance arrangements, please have the extra copy of this letter signed on behalf of SCRRA in the space provided below, and return one copy to me.

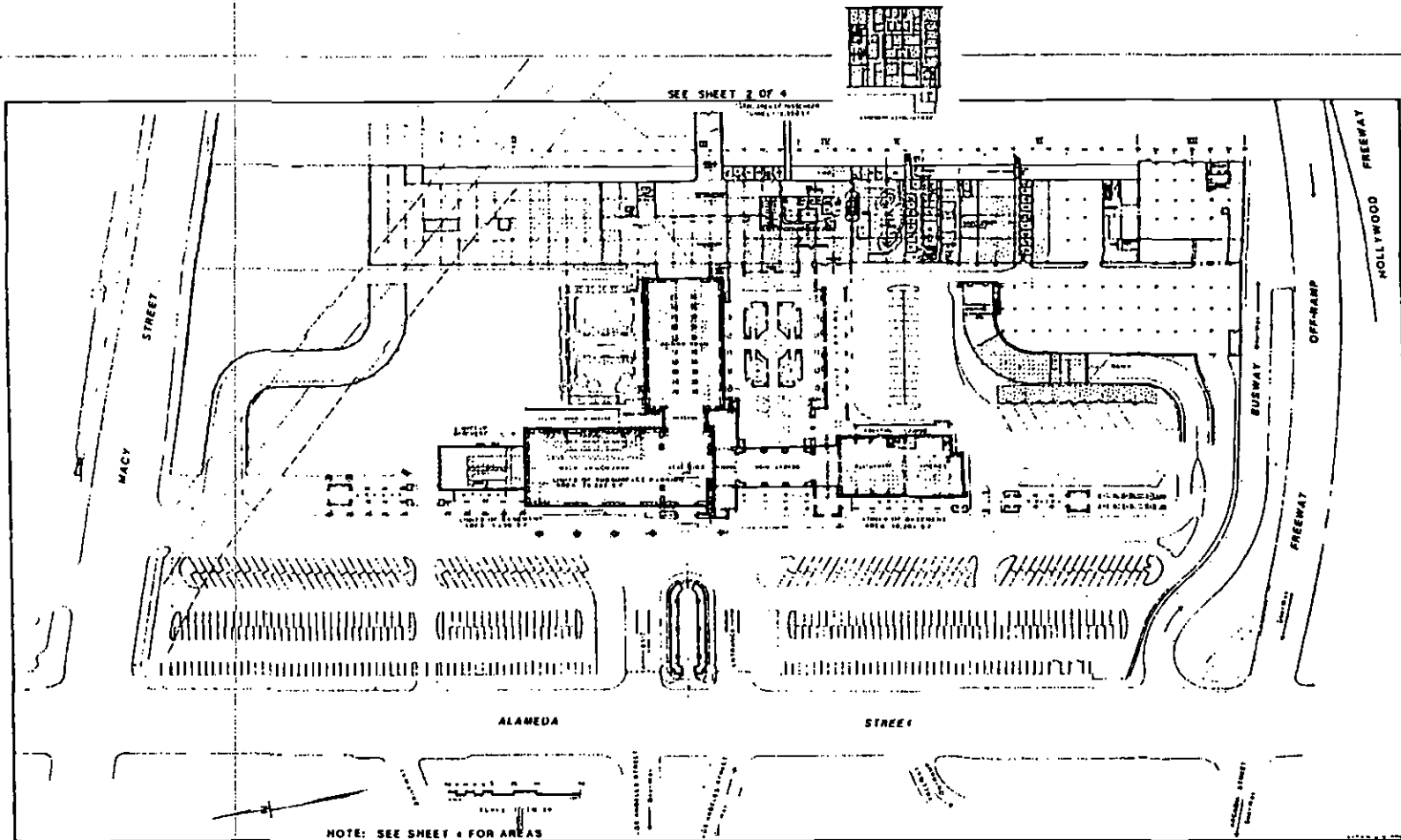
Sincerely,


Robert C. Vanderclute

Agreed by Southern California
Regional Rail Authority

By: 

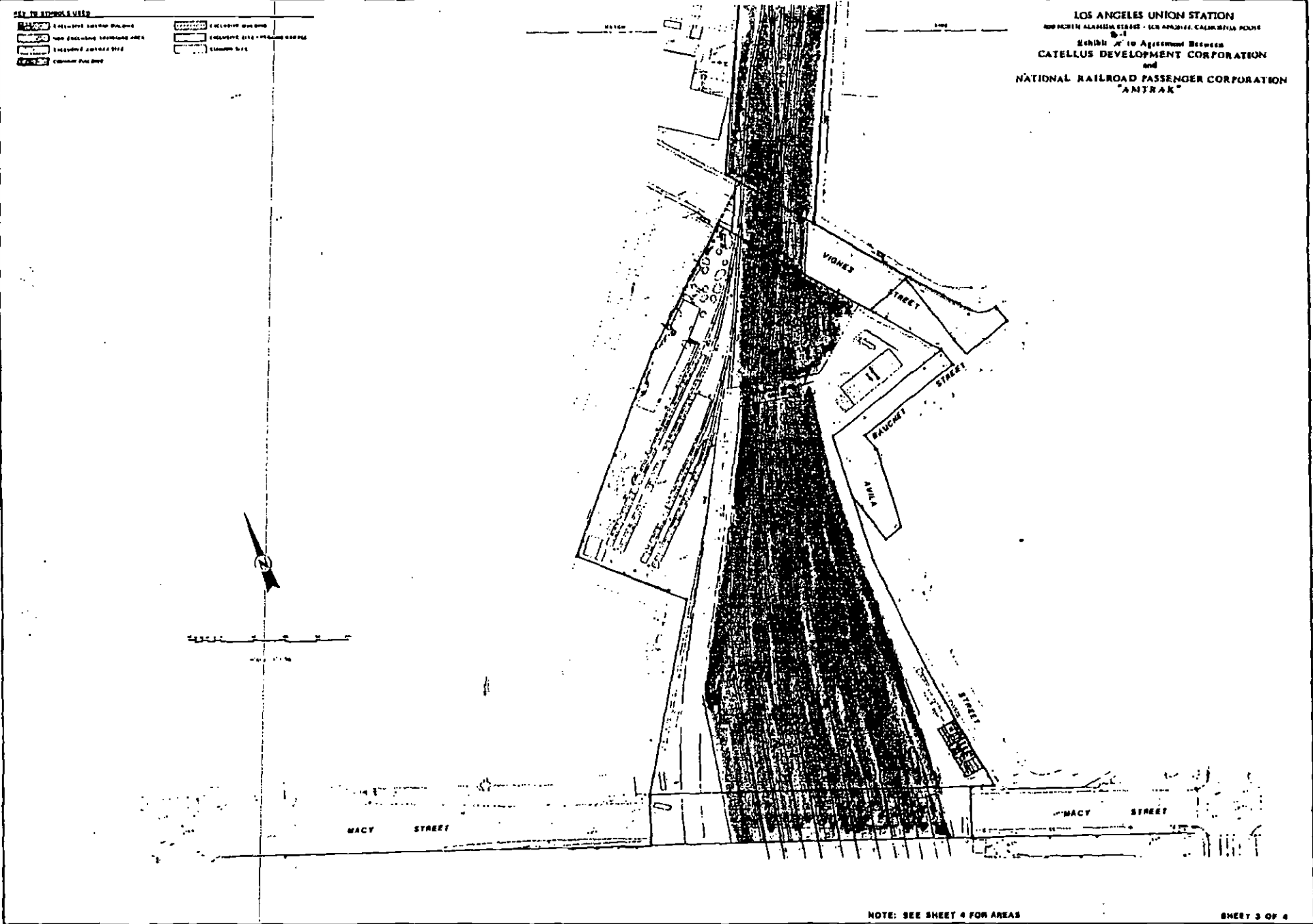
Title: EXECUTIVE DIRECTOR

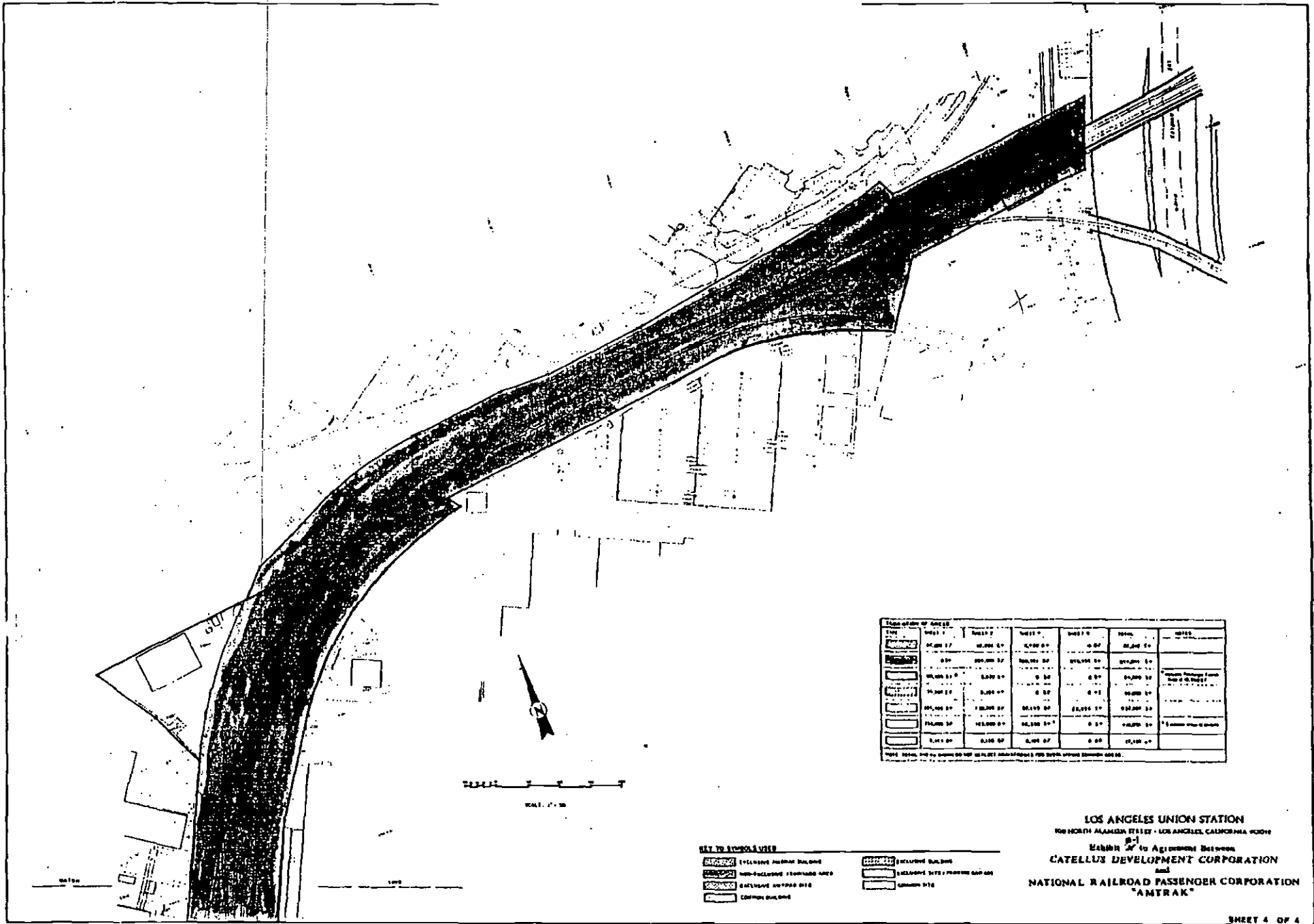


KEY TO SYMBOLS USED

[Symbol]	EXISTING BUILDING	[Symbol]	PROPOSED BUILDING
[Symbol]	NEW PROPOSED TRANSFER AREA	[Symbol]	EXISTING BUS / PARKING GARAGE
[Symbol]	EXISTING ZEPHYRUS	[Symbol]	CONCRETE SITE
[Symbol]	CONCRETE BUILDING	[Symbol]	AREA OF DEMOLITION/REPAIRING

LOS ANGELES UNION STATION
 1400 WEST ALAMEDA STREET - LOS ANGELES, CALIFORNIA 90012
 Exhibit B to Agreement Between
 CATELLUS DEVELOPMENT CORPORATION
 and
 NATIONAL RAILROAD PASSENGER CORPORATION
 "AMTRAK"





Summary of Areas						
Area	SHEET 1	SHEET 2	SHEET 3	SHEET 4	TOTAL	NOTES
EXCLUSIVE AMTRAK BUILDING	40,000 SF	40,000 SF	40,000 SF	40,000 SF	160,000 SF	
NON-EXCLUSIVE FOOTPRINT AREA	0 SF	200,000 SF	100,000 SF	100,000 SF	400,000 SF	
EXCLUSIVE AMTRAK SITE	40,000 SF	40,000 SF	40,000 SF	40,000 SF	160,000 SF	
COMMON BUILDING	0 SF	0 SF	0 SF	0 SF	0 SF	
EXCLUSIVE SITE PROGRAM GARAGE	0 SF	0 SF	0 SF	0 SF	0 SF	
COMMON SITE	0 SF	0 SF	0 SF	0 SF	0 SF	
TOTAL	80,000 SF	440,000 SF	180,000 SF	180,000 SF	880,000 SF	

- KEY TO SYMBOLS USED**
- EXCLUSIVE AMTRAK BUILDING
 - NON-EXCLUSIVE FOOTPRINT AREA
 - EXCLUSIVE AMTRAK SITE
 - COMMON BUILDING
 - EXCLUSIVE BUILDING
 - EXCLUSIVE SITE PROGRAM GARAGE
 - COMMON SITE

LOS ANGELES UNION STATION
 100 NORTH ALAMOGORO STREET - LOS ANGELES, CALIFORNIA 90012
 Exhibit B to Agreement Between
CATELLUS DEVELOPMENT CORPORATION
 and
NATIONAL RAILROAD PASSENGER CORPORATION
 "AMTRAK"

Amtrak



August 26, 1992

225250

MICROFILMED
COPY IN RMC

Mr. David R. Solow
~~Deputy Executive Director~~
Southern California Regional Rail Authority
818 West Seventh Street
Los Angeles, CA 90017

Re: Amtrak rent for use of Train Yard

Dear Mr. Solow:

This letter should clarify our conversation of August 25, 1992, regarding the amount of rent that Amtrak pays for our use of the train yard.

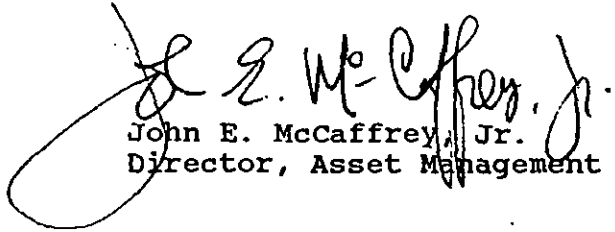
As you know, the train yard area is included in the calculation of Amtrak's percentage of common area (CAM) costs. Over the past several years, Amtrak's CAM expenses have been reduced because the RTD subway construction reduced the area of the yard available for our use. When the RTD construction is complete, that area will then be included in the equation, and Amtrak's CAM expense will be adjusted accordingly.

Amtrak does not envision any further reduction in our CAM percentage or payments to Catellus as a result of the work being performed on the platforms by LACTC. It is my understanding that track outages will be minimal and only for very short durations which therefore, should not materially affect our use of the train yard.

However, you should also be aware that per the terms of our lease with Catellus, Amtrak's CAM expenses may be reduced when the commuter service begins operation in October.

I hope this clarifies the issue. If you have any questions please call me on (202) 906-2666.

Sincerely,


John E. McCaffrey, Jr.
Director, Asset Management

cc: Raymond Lanman
Jad Roberts

AMENDMENT TO AGREEMENT BETWEEN AMTRAK AND SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY FOR OPERATION OF THE RAIL YARD AT LOS
ANGELES UNION PASSENGER TERMINAL, DATED JUNE 1, 1992

AMENDMENT NUMBER: A-001

CONTRACT NUMBER: LCR-041-93


National Railroad Passenger Corporation (Amtrak) and the Southern California Regional Rail Authority (SCRRA) hereby agree to amend the above-referenced agreement with respect to operations at Los Angeles Union Passenger Terminal (LAUPT) by adding a new Section 14 at the end thereof as follows:

Section 14. Ticketing Services. Effective October 26, 1992, subject to its lease with Catellus Development Corporation at LAUPT, Amtrak shall make available to SCRRA for exclusive sale of SCRRA commuter tickets one ticket window currently available to Amtrak at LAUPT. Amtrak shall continue to make that ticket window available to SCRRA so long as the window is not required for Amtrak intercity rail passenger operations, and Amtrak shall give SCRRA no less than 30 days advance notice if it wishes to withdraw that ticket window from SCRRA's commuter service use. SCRRA may discontinue use of the ticket window on at least 7 days' prior notice to Amtrak. So long as the ticket window is made available for SCRRA use, Amtrak will provide ticket clerks who are dedicated to SCRRA service to staff the ticket window at times agreed upon by the parties. Unless otherwise agreed, Amtrak shall bill SCRRA for the cost of such employees determined in accordance with Section 7 of this Agreement, and SCRRA shall pay such bills within 30 days of receipt. In the absence of a new agreement between the parties, Amtrak shall not sell SCRRA tickets at LAUPT through its other ticket clerks. Nothing in this section shall diminish any rights


SCRRA may have or may obtain to sell commuter tickets elsewhere at LAUPT using personnel other than Amtrak employees.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this amendment to the June 1, 1992 agreement for operation of the rail yard at LAUPT.

Southern California Regional
Rail Authority


By: Richard Stanger
Its: Executive Director

National Railroad Passenger
Corporation


By: James L. Larson
Its: Assistant Vice President
Operations and Planning

**Amendment No. 2 to
Agreement between Amtrak and
Southern California Regional Rail Authority
For Operation of Rail Yard at
Los Angeles Union Passenger Terminal
Dated June 1, 1992
Contract No. LCR-041-93**

The National Railroad Passenger Corporation ("Amtrak") and the Southern California Regional Rail Authority ("SCRRA") hereby agree, effective March 1, 1994, to this Amendment Number 2 to the Agreement between them for the Operation of the Rail Yard at Los Angeles Union Passenger Terminal dated June 1, 1992.

1. The first paragraph of Section 7 is hereby amended to state the following:

Each party shall pay 100% of the costs of operating and maintaining the Rail Yard that are solely related to the party's operations, plus its percentage share (the "Percentage") of the costs of operating and maintaining the Rail Yard that are not related solely to the presence and/or operations of Amtrak or commuter service. For so long as Amtrak is compensating SCRRA for providing dispatching services for operation of Amtrak's intercity passenger trains, the cost of providing personnel to staff Terminal Tower shall not be included in the costs of operating and maintaining the Rail Yard that are allocated under this Agreement. For purposes of this section, a party's percentage is a fraction, the numerator of which is the number of revenue passenger trains operated to and from the Rail Yard each month by the party, and the denominator of which is the total number of revenue passenger trains operated to and from the Rail Yard by Amtrak and all commuter operators in the month. Neither

party shall pay the other any amount for (or in lieu of) rent, return on investment, or opportunity cost with respect to its use of the Rail Yard."

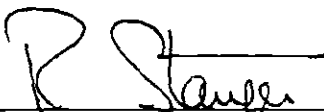
2. The second paragraph of Section 7 is hereby amended by adding the following new second and third sentences at the end of the first existing sentence:

~~"For so long as Amtrak is the Operator of SCRRA's Commuter Services,~~
and to the extent that Amtrak in that capacity provides services in the Rail Yard at LAUPT ("Rail Yard Services") for which SCRRA bills Amtrak under this Agreement, the costs for which SCRRA will bill Amtrak for Rail Yard Services will include wages, benefits, any overhead, management fee or other cost that SCRRA pays pursuant to the Commuter Services Operator Agreement (dated June 1, 1992), as well as any other applicable costs listed in the previous sentence, except that SCRRA will not bill Amtrak for the 15% field overhead and 8% materials handling fee for Rail Yard Services. SCRRA will bill Amtrak for the 15% field overhead and 8% materials handling fee and all other applicable charges for services provided by other contractors on SCRRA's behalf in the Rail Yard at LAUPT."

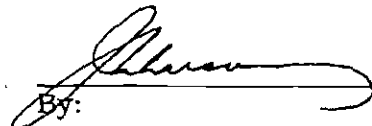
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement, which is effective March 1, 1994.

SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY

NATIONAL RAILROAD
PASSENGER CORPORATION


By: Richard Stanger

Its: Executive Director


By:

Its: AVP Contract

APPROVED AS TO FORM
938167 DE WITT W. CLINTON, County Counsel

BY: 
DEPUTY

**Amendment No. 2 to
Agreement between Amtrak and
Southern California Regional Rail Authority
For Operation of Rail Yard at
Los Angeles Union Passenger Terminal
Dated June 1, 1992
Contract No. LCR-041-93**

~~The National Railroad Passenger Corporation ("Amtrak") and the Southern~~
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this Amendment Number 2 to the Agreement between them for the Operation of the
Rail Yard at Los Angeles Union Passenger Terminal dated June 1, 1992.

1. The first paragraph of Section 7 is hereby amended to state the following:

Each party shall pay 100% of the costs of operating and maintaining the
Rail Yard that are solely related to the party's operations, plus its
percentage share (the "Percentage") of the costs of operating and
maintaining the Rail Yard that are not related solely to the presence
and/or operations of Amtrak or commuter service. For so long as Amtrak
is compensating SCRRA for providing dispatching services for operation
of Amtrak's intercity passenger trains, the cost of providing personnel to
staff Terminal Tower shall not be included in the costs of operating and
maintaining the Rail Yard that are allocated under this Agreement. For
purposes of this section, a party's percentage is a fraction, the numerator
of which is the number of revenue passenger trains operated to and from
the Rail Yard each month by the party, and the denominator of which is
the total number of revenue passenger trains operated to and from the
Rail Yard by Amtrak and all commuter operators in the month. Neither

2017

Credit to
Terminal Tower
Mar 1 - Jun 30

party shall pay the other any amount for (or in lieu of) rent, return on investment, or opportunity cost with respect to its use of the Rail Yard."

2. The second paragraph of Section 7 is hereby amended by adding the following new second and third sentences at the end of the first existing sentence:

"For so long as Amtrak is the Operator of SCRRA's Commuter Services, and to the extent that Amtrak in that capacity provides services in the Rail Yard at LAUPT ("Rail Yard Services") for which SCRRA bills Amtrak under this Agreement, the costs for which SCRRA will bill Amtrak for Rail Yard Services will include wages, benefits, any overhead, management fee or other cost that SCRRA pays pursuant to the Commuter Services Operator Agreement (dated June 1, 1992), as well as any other applicable costs listed in the previous sentence, except that SCRRA will not bill Amtrak for the 15% field overhead and 8% materials handling fee for Rail Yard Services. SCRRA will bill Amtrak for the 15% field overhead and 8% materials handling fee and all other applicable charges for services provided by other contractors on SCRRA's behalf in the Rail Yard at LAUPT."

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement, which is effective March 1, 1994.

SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY

NATIONAL RAILROAD
PASSENGER CORPORATION

By: _____

By: _____

Its:

Its:

AMENDMENT TO AGREEMENT BETWEEN AMTRAK AND SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY FOR OPERATION OF THE RAIL YARD AT LOS
ANGELES UNION PASSENGER TERMINAL, DATED JUNE 1, 1992

AMENDMENT NUMBER: A-001

CONTRACT NUMBER: LCR-041-93


National Railroad Passenger Corporation (Amtrak) and the Southern California Regional Rail Authority (SCRRA) hereby agree to amend the above-referenced agreement with respect to operations at Los Angeles Union Passenger Terminal ~~(LAUPT)~~ by adding a new Section 14 at the end thereof as follows:

Section 14. Ticketing Services. Effective October 26, 1992, subject to its lease with Catellus Development Corporation at LAUPT, Amtrak shall make available to SCRRA for exclusive sale of SCRRA commuter tickets one ticket window currently available to Amtrak at LAUPT. Amtrak shall continue to make that ticket window available to SCRRA so long as the window is not required for Amtrak intercity rail passenger operations, and Amtrak shall give SCRRA no less than 30 days advance notice if it wishes to withdraw that ticket window from SCRRA's commuter service use. SCRRA may discontinue use of the ticket window on at least 7 days' prior notice to Amtrak. So long as the ticket window is made available for SCRRA use, Amtrak will provide ticket clerks who are dedicated to SCRRA service to staff the ticket window at times agreed upon by the parties. Unless otherwise agreed, Amtrak shall bill SCRRA for the cost of such employees determined in accordance with Section 7 of this Agreement, and SCRRA shall pay such bills within 30 days of receipt. In the absence of a new agreement between the parties, Amtrak shall not sell SCRRA tickets at LAUPT through its other ticket clerks. Nothing in this section shall diminish any rights

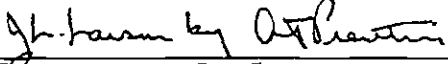
SCRRRA may have or may obtain to sell commuter tickets elsewhere at LAUPT using personnel other than Amtrak employees.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this amendment to the June 1, 1992 agreement for operation of the rail yard at LAUPT.

Southern California Regional
Rail Authority


By: Richard Stanger
Its: Executive Director

National Railroad Passenger
Corporation


By: James L. Larson
Its: Assistant Vice President
Operations and Planning

Recording Requested By:

When Recorded Return to:

John B. Sherrell
Latham & Watkins
633 West Fifth Street
Los Angeles, California 90071

COPY of Document Recorded

MAY 31 1996

98-858206

Has not been compared with original.

Original will be returned when
processing has been completed.

LOS ANGELES COUNTY REGISTRAR - RECORDER/COUNTY CLERK

"CONFORM"

MODIFICATION OF EASEMENT AGREEMENT
(Metrolink)

This Agreement is made and entered into as of May 31, 1996 by and between Catellus Development Corporation ("Catellus") and Southern California Regional Rail Authority ("Metrolink").

RECITALS

A. Catellus and Metrolink are parties to that certain Easement Agreement dated as of October 30, 1992 recorded in the Official Records of Los Angeles County, California (the "Official Records") on November 24, 1992 as Instrument No. 92-2203060 (the "Original Easement Agreement"), as amended by that certain Amendment No. 1 to Easement Agreement (also referred to as First Amendment to Easement Agreement) dated as of November 1, 1993 and that certain Amendment No. 2 to Easement Agreement dated as of March 31, 1994 and recorded in the Official Records on April 25, 1994 as Instrument No. 94-791906 (collectively, together with any and all other amendments thereto, the "Easement Agreement"), pertaining to Metrolink's use of certain portions of Los Angeles Union Station ("Union Station"). The land commonly referred to as Union Station is more particularly described on Exhibit "A" attached hereto.

B. Catellus has advised Metrolink that Catellus intends to grant to The Metropolitan Water District of Southern California ("MWD") the fee estate in the portion of Union Station described as Parcel A on Exhibit "B" attached hereto (the "MWD Parcel") and an easement over the portion of Union Station described as Parcel B on Exhibit "B" attached hereto (the "MWD Access Easement"). The MWD Parcel and the MWD Access Easement are sometimes collectively referred to herein as the "MWD Property." MWD intends to construct its headquarters facility on the MWD Parcel (the "MWD Headquarters Building").

C. Catellus has advised Metrolink that Catellus intends to grant to MWD certain parking rights with respect to

ording Requested By:

Recorded Return to:

B. Sherrell
Sherrill & Watkins
West Fifth Street
Los Angeles, California 90071

MODIFICATION OF EASEMENT AGREEMENT
(Metrolink)

This Agreement is made and entered into as of May 31, 1996 by and between Catellus Development Corporation ("Catellus") and Southern California Regional Rail Authority ("Metrolink").

RECITALS

A. Catellus and Metrolink are parties to that certain Easement Agreement dated as of October 30, 1992 recorded in the Official Records of Los Angeles County, California (the "Official Records") on November 24, 1992 as Instrument No. 92-2203060 (the "Original Easement Agreement"), as amended by that certain Amendment No. 1 to Easement Agreement (also referred to as First Amendment to Easement Agreement) dated as of November 1, 1993 and that certain Amendment No. 2 to Easement Agreement dated as of March 31, 1994 and recorded in the Official Records on April 25, 1994 as Instrument No. 94-791906 (collectively, together with any and all other amendments thereto, the "Easement Agreement"), pertaining to Metrolink's use of certain portions of Los Angeles Union Station ("Union Station"). The land commonly referred to as Union Station is more particularly described on Exhibit "A" attached hereto.

B. Catellus has advised Metrolink that Catellus intends to grant to The Metropolitan Water District of Southern California ("MWD") the fee estate in the portion of Union Station described as Parcel A on Exhibit "B" attached hereto (the "MWD Parcel") and an easement over the portion of Union Station described as Parcel B on Exhibit "B" attached hereto (the "MWD Access Easement"). The MWD Parcel and the MWD Access Easement are sometimes collectively referred to herein as the "MWD Property." MWD intends to construct its headquarters facility on the MWD Parcel (the "MWD Headquarters Building").

C. Catellus has advised Metrolink that Catellus intends to grant to MWD certain parking rights with respect to

portions of Union Station outside of the MWD Property, including up to two hundred forty (240) spaces upon MWD's occupancy of the Headquarters Building and additional spaces during the period of construction of the Headquarters Building (the "Parking Rights").

D. Catellus has advised Metrolink that Catellus intends to grant to Union Station Partners, a California partnership ("USP"), an exclusive license over the portions of Union Station designated "A" and "B" on Exhibit "C" attached hereto (the "Staging Areas") for the purpose of performing certain functions related to the construction of certain improvements to the MWD Property. Concurrently with execution thereof, such license will be assigned by USP to Charles Pankow Builders, Ltd. ("Pankow"). Under certain circumstances, MWD may become the assignee of USP's interest in the Staging Areas.

E. The MWD Property, Parking Rights and Staging Areas are sometimes collectively referred to herein as the "MWD Interests."

F. Metrolink and Catellus desire to modify, clarify and acknowledge certain rights and obligations under the Easement Agreement, and to that end, this Agreement shall constitute an amendment to the Easement Agreement.

AGREEMENT

Now, therefore, for valuable consideration, receipt of which is hereby acknowledged, Metrolink and Catellus hereby agree as follows:

1. Common Area Easement. The Common Area Easement (as defined in Paragraph 2.2 of the Original Easement Agreement and depicted on Exhibit D to the Original Easement Agreement) grants Metrolink an easement over, upon and across the Common Area (as defined in the Easement Agreement) which is partially situated within the MWD Interests, as depicted on Exhibit "C" hereto. Metrolink hereby (i) consents and agrees to the deletion from the Common Area of, and hereby grants and conveys to Catellus all of its right, title, and interest, if any, in and to, those portions of the Common Areas which are situated within the MWD Parcel and, for the period of the exclusive staging license, those portions of the Common Areas which are situated within the Staging Areas, (ii) acknowledges that the portions of the Common Areas situated within the MWD Parcel are no longer subject to the Easement Agreement and, for the period of the exclusive staging license, the portions of the Common Areas situated within the Staging Areas shall not be subject to the Easement Agreement, (iii) acknowledges that MWD will be granted non-exclusive rights, including without limitation the MWD Access Easement, over the remaining Common Areas of Union Station for pedestrian and vehicular ingress and egress (including without

limitation for access to the MWD Parcel and the other MWD Interests) and parking (with respect to the portions of the Common Areas set aside for such purposes) and for pedestrian ingress, egress, stopping, sitting, resting, eating and engaging in such other activities as are generally permitted in the public courtyards and meeting areas of first-class commercial properties (with respect to the portions of the Common Areas set aside for such purposes) and consents to the use of the Common Areas for such purposes and agrees that such use will not overburden the Common Area Easement, (iv) without limiting any of the foregoing, consents to the creation of the Parking Rights and to the removal of parking spaces from the Common Areas that results from the construction and use of the roadway to be constructed over the MWD Access Easement, and (v) acknowledges that Metrolink will not have the right to assert any claim that its rights to parking at Union Station have been impaired or limited by reason of (a) the creation of the Parking Rights and the exercise by MWD of its rights thereunder, or (b) the removal of parking spaces from the Common Areas that results from the deletion from the Common Areas of the portion thereof situated within the MWD Parcel and Staging Areas, or that results from the construction and use of the roadway over the MWD Access Easement.

2. Temporary Plaza and Road. As provided in Paragraph 2.7 of the Original Easement Agreement, Metrolink has been granted the right to use the Temporary Plaza and Temporary Road (as such terms are defined in the Easement Agreement) until the completion of the Permanent Plaza and Permanent Road (as such terms are defined in the Easement Agreement). Metrolink hereby (i) acknowledges that the Permanent Plaza and Permanent Road have been completed, and (ii) relinquishes all rights, if any, to use the Temporary Plaza and Temporary Road.

3. No Rights in MWD Parcel. Without limiting any other provisions of this Agreement, Metrolink agrees that by this Agreement it has relinquished any rights under Section 2 of the Original Easement Agreement in the MWD Parcel.

4. Estoppel, Waiver and Release. For the benefit of MWD and, to the extent of their interest in the Staging Areas, USP and Pankow (collectively, the "Benefitted Parties"), and with the understanding that the Benefitted Parties will be relying on the following in connection with their acquisition of the applicable MWD Interests, Metrolink hereby acknowledges that this Agreement is being entered into in accordance with Section 3.5 of the Original Easement Agreement and waives and releases the Benefitted Parties from any claim or cause of action that Metrolink has or may have that the Benefitted Parties have interfered with any rights of Metrolink.

5. Third Party Beneficiary. Commencing with MWD's acquisition of the MWD Property from Catellus, the Benefitted

Parties shall be third party beneficiaries of the rights arising under this Agreement to the extent applicable.

6. Knowing Relinquishment. Metrolink acknowledges that it has thoroughly investigated its rights described in this Agreement and to the extent it has relinquished any such rights under this Agreement, it has done so knowingly and in reliance on such investigation.

7. Recitals. The parties hereto hereby acknowledge the accuracy of the Recitals set forth above and agree that the Recitals are for all purposes part of the agreement of the parties as though fully set forth herein.

Catellus Development Corporation,
a Delaware corporation

By: [Signature]
Name: W. RODRICK HAMILTON
Title: VICE PRESIDENT

Southern California Regional Rail
Authority, a California joint
powers authority

By: [Signature]
Name: RICHARD STANCO
Title: EXECUTIVE DIRECTOR

Approved as to Form:

SCRRA Counsel

By _____

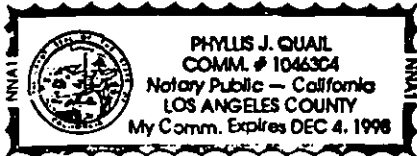
RS

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

On 5/30/96, 1996 before me, Phyllis J. Quail,
personally appeared William Roderick Hamilton
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are
described to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

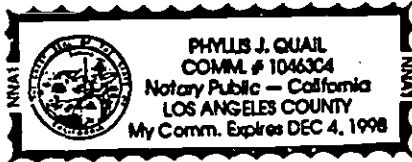
Phyllis J. Quail



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


On 5/30/96, 1996 before me, Phyllis J. Quail,
personally appeared Richard Stancer
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Phyllis J. Quail

EXHIBIT A


MOLLENHAUER HIGASHI & MOORE, INC.
LAND SURVEYORS  CIVIL ENGINEERS
441 WEST 4TH STREET, LOS ANGELES, CALIFORNIA 90013
Phone (213) 624-7888, Fax (213) 614-4882

October 29, 1993
UNION STATION SITE NOT INCLUDED WITHIN GATEWAY PROJECT

PARCEL 1

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

16
17 BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF MACY STREET (80.00 FEET
18 WIDE) AS SHOWN ON SAID TRACT NO. 10151, DISTANT NORTHWESTERLY 25.18 FEET
19 FROM THE MOST NORTHERLY CORNER OF LOT 8 OF SAID TRACT NO. 10151, SAID POINT
20 ALSO BEING THE MOST NORTHERLY CORNER OF THE LAND AS DESCRIBED IN THE DEED
21 TO THE CITY OF LOS ANGELES RECORDED AUGUST 28, 1936 AS INSTRUMENT NO. 5 IN
22 BOOK 14393 PAGE 61 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY
23 ALONG SAID SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION TO THE
24 EASTERLY LINE OF LOT 1 OF SAID SUBDIVISION OF A PART OF THE ESTATE OF
25 YNUARIO AVILA DEC'D; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE
26 NORTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTHERLY LINES
27 OF LOTS 1 TO 5 INCLUSIVE OF SAID SUBDIVISION OF A PART OF THE ESTATE OF
28 YNUARIO AVILA DEC'D AND ITS PROLONGATIONS THEREOF TO THE NORTHWEST CORNER
29 OF SAID LOT 5; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 5 TO
30 THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT A OF SAID
31 TRACT NO. 10151; THENCE ALONG SAID PROLONGATION TO THE MOST EASTERLY CORNER
32 OF LOT A OF SAID TRACT NO. 10151; THENCE ALONG THE NORTHEASTERLY LINE OF

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October 29, 1993

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

1
2 SAID LOT A NORTH $71^{\circ} 03' 10''$ WEST 1122.04 FEET TO THE MOST NORTHERLY CORNER
3 THEREOF; THENCE ALONG THE NORTH-WESTERLY LINES OF LOTS 1, 2 AND A OF SAID
4 TRACT NO. 10151, SOUTH $10^{\circ} 07' 30''$ WEST 1125.78 FEET TO THE NORTHWEST
5 CORNER OF THE LAND AS DESCRIBED IN PARCEL 71955-1 (AMENDED) IN THE FINAL
6 ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES, COUNTY SUPERIOR COURT
7 CASE NO. C416021 A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11, 1987, AS
8 DOCUMENT NO. 87-368265 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE
9 NORTHERLY BOUNDARIES OF THE LAND AS DESCRIBED IN PARCEL 71955-1 (AMENDED)
10 IN SAID FINAL ORDER OF CONDEMNATION, AS FOLLOWS: SOUTH $34^{\circ} 58' 55''$ EAST
11 9.90 FEET, SOUTH $10^{\circ} 01' 05''$ WEST 8.92 FEET, SOUTH $79^{\circ} 58' 55''$ EAST 13.38
12 FEET, SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTH-WESTERLY AND HAVING
13 A RADIUS OF 109.08 FEET, THROUGH CENTRAL ANGLE OF $45^{\circ} 34' 36''$, AN ARC
14 DISTANCE OF 86.77 FEET, SOUTH $34^{\circ} 24' 19''$ EAST 41.39 FEET, SOUTHEASTERLY
15 ALONG A TANGENT CURVE CONCAVE NORTH-WESTERLY AND HAVING A RADIUS OF 150.92
16 FEET, THROUGH CENTRAL ANGLE OF $43^{\circ} 43' 13''$, AN ARC DISTANCE OF 115.16 FEET,
17 SOUTH $78^{\circ} 07' 32''$ EAST 332.05 FEET, EASTERLY ALONG A TANGENT CURVE CONCAVE
18 NORTHERLY AND HAVING A RADIUS OF 998.92 FEET THROUGH A CENTRAL ANGLE OF 01°
19 $38' 16''$, AN ARC DISTANCE OF 28.56 FEET, TO A LINE PARALLEL WITH AND DISTANT
20 EASTERLY 590.58 FEET, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF
21 SAID LOT 2, NORTH $10^{\circ} 01' 05''$ EAST 0.99 FEET, EASTERLY ALONG A NON-TANGENT
22 CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 970.00 FEET, THROUGH CENTRAL
23 ANGLE OF $10^{\circ} 04' 26''$, AN ARC DISTANCE OF 170.85 FEET, EAST 140.00 FEET AND
24 EASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF
25 4330.00 FEET, THROUGH CENTRAL ANGLE OF $03^{\circ} 53' 32''$, AN ARC DISTANCE OF
26 294.15 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN THE DEED TO
27 THE CITY OF LOS ANGELES, RECORDED APRIL 13, 1937 AS INSTRUMENT NO. 1137 IN
28 BOOK 14861 PAGE 261 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHERLY
29 ALONG SAID WESTERLY LINE AND ITS PROLONGATION THEREOF TO THE EASTERLY LINE
30 OF THE LAND AS DESCRIBED IN PARCEL A IN THE CITY OF LOS ANGELES ORDINANCE
31 NO. 87046 ON FILE IN THE CLERK'S OFFICE OF SAID CITY; THENCE NORTHERLY ALONG
32 SAID EASTERLY LINE TO THE MOST WESTERLY CORNER OF THE LAND AS DESCRIBED IN

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October 29, 1993

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

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

EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE AND ITS NORTHERLY PROLONGATION:

COMMENCING AT THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT "A" OF SAID TRACT NO. 10151 WITH THE CENTERLINE OF AVILA STREET, 60 FEET WIDE, AS SHOWN ON THE MAP OF SAID TRACT NO. 10151; THENCE ALONG SAID PROLONGATION SOUTH 71° 09' 27" EAST 39.24 FEET TO THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE OF "SOUTH 18° 56' 50" WEST 3.00 FEET" IN THE LAND AS DESCRIBED IN PARCEL 3 OF THE HIGHWAY EASEMENT TO THE CITY OF LOS ANGELES, RECORDED MAY 13, 1936, IN BOOK 14076, PAGE 324 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE ALONG A WESTERLY AND SOUTHERLY LINES OF SAID PARCEL 3 SOUTH 18° 50' 33" WEST 3.00 FEET AND SOUTH 71° 09' 27" EAST 10.86 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG A LINE PARALLEL WITH THE CENTERLINE OF ALAMEDA STREET, 96 FEET WIDE, AS SHOWN ON THE MAP

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

1
2 OF SAID TRACT NO. 10151, SOUTH 10° 01' 01" WEST 240.67 FEET; THENCE
3 SOUTH 79° 58' 59" EAST 45.00 FEET; THENCE SOUTH 10° 01' 01" WEST 137.50
4 FEET; THENCE NORTH 79° 58' 59" WEST 19.25 FEET TO THE BEGINNING OF A
5 TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 80.00 FEET;
6 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 25'
7 50" AN ARC DISTANCE OF 66.23 FEET TO A LINE PARALLEL WITH AND DISTANT
8 78.17 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY
9 PROLONGATION OF THAT CERTAIN COURSE DESCRIBED ABOVE AS HAVING A BEARING
10 AND DISTANCE OF "SOUTH 10° 01' 01" WEST 137.50 FEET"; THENCE ALONG SAID
11 PARALLEL LINE SOUTH 10° 01' 01" WEST 108.34 FEET TO THE BEGINNING OF A
12 NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 80.00
13 FEET, SAID CURVE BEING TANGENT AT ITS EASTERLY TERMINUS TO A LINE
14 PARALLEL WITH AND DISTANT 160.00 FEET SOUTHERLY, MEASURED ALONG SAID
15 LAST MENTIONED SOUTHERLY PROLONGATION, FROM THAT CERTAIN COURSE
16 DESCRIBED ABOVE AS HAVING A BEARING AND DISTANCE OF "NORTH 79° 58' 59"
17 WEST 19.25 FEET", SAID EASTERLY TERMINUS BEING DISTANT 19.25 FEET
18 WESTERLY ALONG SAID PARALLEL LINE FROM THE INTERSECTION OF SAID PARALLEL
19 LINE WITH SAID SOUTHERLY PROLONGATION; THENCE SOUTHEASTERLY ALONG SAID
20 LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 47° 25' 50" AN ARC
21 DISTANCE OF 66.23 FEET TO SAID EASTERLY TERMINUS; THENCE TANGENT TO SAID
22 CURVE ALONG SAID LAST MENTIONED PARALLEL LINE SOUTH 79° 58' 59" EAST
23 19.25 FEET TO SAID SOUTHERLY PROLONGATION; THENCE CONTINUING ALONG SAID
24 SOUTHERLY PROLONGATION SOUTH 10° 01' 01" WEST 427.65 FEET TO A POINT IN
25 THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF THE LAND AS DESCRIBED
26 IN PARCEL 71779-1, IN THE FINAL ORDER OF CONDEMNATION ENTERED IN LOS
27 ANGELES COUNTY SUPERIOR COURT CASE NO. C447627, A CERTIFIED COPY OF
28 WHICH WAS RECORDED MARCH 29, 1988, AS INSTRUMENT NO. 88-422827 OF SAID
29 OFFICIAL RECORDS, SAID WESTERLY PROLONGATION BEING A CURVE CONCAVE
30 SOUTHERLY AND HAVING A RADIUS OF 4340.00 FEET, A RADIAL OF SAID CURVE TO
31 SAID POINT HAVING A BEARING OF NORTH 04° 27' 10" EAST.
32

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October 29, 1993

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

2 PARCEL 2:

3 THAT PORTION OF THE CITY LANDS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
4 STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 104 AND 105 OF
5 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND
6 TOGETHER WITH THAT PORTION OF LOT 5 OF THE "SUBDIVISION OF A PART OF THE ESTATE OF
7 YNUARIO AVILA DEC'0", IN SAID CITY, COUNTY AND STATE AS PER MAP RECORDED IN BOOK
8 34 PAGE 90 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, BEING THAT PORTION
9 OF MACT (80.00 FEET WIDE) AS DESCRIBED IN THE DEEDS TO THE CITY OF LOS ANGELES,
10 RECORDED APRIL 14, 1875, IN BOOK 34 PAGE 434 OF DEEDS, RECORDED MAY 15, 1897, AS
11 INSTRUMENT NO. 36 IN BOOK 1160 PAGE 221 OF DEEDS, AND RECORDED MAY 18, 1897, AS
12 INSTRUMENT NO. 40 IN BOOK 1134 PAGE 287 OF DEEDS, ALL IN SAID RECORDERS OFFICE AND
13 BEING THOSE PORTIONS OF MACT STREET (FORMERLY KNOWN AS AVILA STREET) AS SHOWN AND
14 DEDICATED ON SAID "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D" NOW
15 VACATED BY THE CITY OF LOS ANGELES ORDINANCE NO. 85810 ON FILE IN CITY CLERKS
16 OFFICE OF SAID CITY MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

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

24 BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF AVILA STREET, 60 FEET
25 WIDE, WITH THE SOUTHWESTERLY LINE OF MACT STREET, AS SAID STREETS ARE SHOWN ON MAP
26 OF TRACT NO. 10151, RECORDED IN BOOK 157, PAGES 45, 46 AND 47, OF MAPS, RECORDS OF
27 SAID COUNTY; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF MACT STREET, AS
28 SHOWN ON SAID MAP OF TRACT NO. 10151, A DISTANCE OF 436.34 FEET TO THE FACE OF THE
29 WEST PORTAL OF SAID SUBWAY STRUCTURE; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID
30 SOUTHWESTERLY LINE OF MACT STREET AND ALONG THE FACE OF SAID WEST PORTAL A
31 DISTANCE OF 80 FEET TO A POINT IN THE NORTHEASTERLY LINE OF MACT STREET AS SHOWN
32 ON SAID MAP OF TRACT NO. 10151; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE
33 OF MACT STREET AS SHOWN ON MAP OF SAID TRACT NO. 10151 A DISTANCE OF 504.80 FEET
34 TO THE FACE OF THE EAST PORTAL OF SAID SUBWAY STRUCTURE; THENCE SOUTHWESTERLY AT
35 RIGHT ANGLES TO SAID NORTHEASTERLY LINE, ALONG THE FACE OF SAID EAST PORTAL TO THE
36 SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MACT STREET AS SHOWN ON
37 SAID MAP OF TRACT NO. 10151; THENCE NORTHWESTERLY ALONG SAID PROLONGED LINE 7.64
38 FEET TO THE SOUTHEASTERLY LINE OF SAID AVILA STREET; THENCE SOUTHWESTERLY ALONG
39 SAID SOUTHEASTERLY LINE OF AVILA STREET TO A POINT IN A LINE PARALLEL WITH AND
40 DISTANT 10 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY
41 PROLONGATION OF THE SOUTHWESTERLY LINE OF MACT STREET; THENCE NORTHWESTERLY ALONG
42 SAID PARALLEL LINE TO THE NORTHWESTERLY LINE OF SAID AVILA STREET; THENCE
43 NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

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

46 PARCEL 3:

47 THOSE PORTIONS OF THE R.M. BAKER TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS
48 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60 PAGE 11 OF
49 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY
50 TOGETHER WITH THOSE PORTIONS OF THE BAUCHET TRACT, IN SAID CITY, COUNTY AND STATE,
51 AS PER MAP RECORDED IN BOOK 37 PAGES 29 AND 30 OF MISCELLANEOUS RECORDS, IN SAID
52 RECORDERS OFFICE TOGETHER WITH THOSE PORTIONS OF THE SEPULVEDA VINEYARD TRACT, IN
53 SAID CITY, COUNTY, AND STATE, FILED IN CASE NO. 13773 SUPERIOR COURT, LOS ANGELES
54 COUNTY, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 1422 PAGE 193 OF DEEDS IN
55 SAID RECORDERS OFFICE, TOGETHER WITH THOSE PORTIONS OF TRACT NO. 183, IN SAID
56 CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 15 PAGE 168 OF MAPS, TOGETHER

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October 19, 1993

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

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

7 BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 3 OF SAID R.M. BAKER TRACT; THENCE
8 NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 3 TO 16 INCLUSIVE OF SAID R.M.
9 BAKER TRACT TO A POINT, SAID POINT BEING DISTANCE THEREON SOUTH 71 DEGREES 03
10 MINUTES 10 SECONDS EAST 19.35 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 17 OF
11 SAID R.M. BAKER; THENCE NORTH 31 DEGREES 42 MINUTES 00 SECONDS EAST 175.95 FEET TO
12 A POINT IN THE NORTHERLY LINE OF LOT 63 OF SAID BAUCHET TRACT, SAID LAST MENTIONED
13 POINT BEING DISTANT THEREON SOUTH 87 DEGREES 20 MINUTES 10 SECONDS EAST 24.03 FEET
14 FROM THE NORTHWEST CORNER OF SAID LOT 63; THENCE CONTINUING NORTH 31 DEGREES 42
15 MINUTES 00 SECONDS EAST TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY
16 LINE OF LOT 50 OF SAID BAUCHET TRACT; THENCE ALONG SAID NORTHEASTERLY LINE AND ITS
17 PROLONGATION THEREOF NORTH 48 DEGREES 31 MINUTES 40 SECONDS WEST TO THE MOST
18 NORTHWESTERLY CORNER OF SAID LOT 50; THENCE NORTHEASTERLY ALONG NORTHWESTERLY LINES OF
19 LOTS 30, 31, 32, 33, 47, 48, AND 49 OF SAID BAUCHET TRACT AND IT'S PROLONGATIONS
20 THEREOF TO AND ALONG THE SOUTHEASTERLY LINE OF THE LAND AS DESCRIBED IN THE DECREE
21 OF DECLARATION OF TAKING ENTERED IN UNITED STATES DISTRICT COURT, SOUTHERN
22 DISTRICT OF CALIFORNIA, CENTRAL DIVISION CASE NO. 12792-WS CIVIL, A CERTIFIED COPY
23 OF WHICH WAS RECORDED AUGUST 30, 1951 AS INSTRUMENT NO. 2857 IN BOOK 37112 PAGE
24 408 OF OFFICIAL RECORDS OF SAID COUNTY, AND AMENDMENT WAS ENTERED IN SAID CASE NO.
25 12792-WS CIVIL, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 20, 1943, AS
26 INSTRUMENT NO. 4499 IN BOOK D-2152 PAGE 291 OFFICIAL RECORDS OF SAID COUNTY, TO
27 THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF THE LAND AS DESCRIBED
28 IN THE DEED TO THE CITY OF LOS ANGELES RECORDED AUGUST 6, 1937, AS INSTRUMENT NO.
29 1103 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ON SAID LAST
30 MENTIONED PROLONGATION TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE
31 OF THE LAND AS DESCRIBED IN PARCEL 50 IN THE FINAL ORDER OF CONDEMNATION ENTERED
32 IN THE LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 400042, A CERTIFIED COPY OF
WHICH WAS RECORDED SEPTEMBER 18, 1939 AS INSTRUMENT NO. 1179 IN BOOK 14331 PAGE
376 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID
NORTHWESTERLY LINE AND IT'S PROLONGATIONS THEREOF TO THE SOUTHWESTERLY LINE OF LOT
D OF SAID SEPULVEDA VINEYARD TRACT; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED
SOUTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF LOT 3 OF SAID GARDEN OF FRANK
SABICHI ESQ.; THENCE NORTHWESTERLY AND EASTERLY ALONG THE SOUTHWESTERLY AND
NORTHERLY LINES OF SAID LOT 3 TO AN ANGLE POINT IN THE NORTHERLY LINE LOT D OF
SAID SEPULVEDA VINEYARD TRACT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID
LOT D TO THE NORTHWEST CORNER OF LOT 1 OF TRACT NO. 27145, AS PER MAP RECORDED IN
BOOK 720 PAGES 24 AND 25 OF MAPS, IN SAID RECORDERS OFFICE; THENCE ALONG THE
BOUNDARIES OF SAID TRACT NO. 27145 AS FOLLOWS SOUTH 34 DEGREES 41 MINUTES 14
SECONDS EAST 26.13 FEET, SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE
SOUTHEASTERLY AND HAVING A RADIUS OF 556.80 FEET, THROUGH CENTRAL ANGLE OF 16
DEGREES 20 MINUTES 00 SECONDS AN ARC DISTANCE OF 159.77 FEET, SOUTHWESTERLY ALONG
A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 532.96 FEET THROUGH
CENTRAL ANGLE OF 19 DEGREES 55 MINUTES 13 SECONDS AN ARC DISTANCE OF 178.32 FEET,
SOUTH 32 DEGREES 37 MINUTES 56 SECONDS WEST 130.35 FEET, SOUTH 26 DEGREES 51
MINUTES 06 SECONDS WEST 407.96 FEET, SOUTH 40 DEGREES 22 MINUTES 34 SECONDS EAST
272.89 FEET AND SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY AND
HAVING A RADIUS OF 40.00 THROUGH CENTRAL ANGLE OF 67 DEGREES 58 MINUTES 25 SECONDS
AN ARC DISTANCE OF 47.45 FEET TO THE POINT OF TANGENCY WITH THE SOUTHEASTERLY LINE
OF LOT 7 OF SAID BAUCHET TRACT; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES
OF LOTS 7, 9, 11, 13, 15, 17, 19, 21, 23 AND 25 OF SAID BAUCHET TRACT TO A LINE
THAT IS PARALLEL WITH DISTANCE 49.00 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM
THAT CERTAIN COURSE AS RECITED IN THE DEED TO THE CITY OF LOS ANGELES RECORDED
APRIL 22, 1938 AS INSTRUMENT NO. 999 OF OFFICIAL RECORDS OF SAID COUNTY AS HAVING
A BEARING AND LENGTH OF SOUTH 02 DEGREES 58 MINUTES 20 SECONDS WEST 121.58 FEET
AND IT'S PROLONGATIONS THEREOF; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE
EASTERLY LINE OF LOT 36 OF SAID BAUCHET TRACT; THENCE SOUTHERLY ALONG THE EASTERLY

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October 29, 1993

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

2 LINES OF LOTS 36 AND 34 AND IT'S PROLONGATIONS THEREOF TO AND ALONG THE EASTERLY
3 LINES OF LOTS 1, 2, 3, AND 4 OF SAID R.N. BAKER TRACT TO THE POINT OF BEGINNING.

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

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

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

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

22 PARCEL 5:

23 THOSE PORTIONS OF THE SEPULVEDA VINEYARD TRACT IN THE CITY OF LOS ANGELES, IN THE
24 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN CASE NO. 33772 SUPERIOR
25 COURT, LOS ANGELES COUNTY, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 1422 PAGE
26 192 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH
27 THOSE PORTIONS OF TRACT NO. 3801, IN SAID CITY, COUNTY, AND STATE, AS PER MAP
28 RECORDED IN BOOK 40 PAGE 94 OF MAPS, IN SAID RECORDERS OFFICE, TOGETHER WITH THOSE
29 PORTIONS OF THE CITY LANDS, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON MAP
30 RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS
31 OFFICE, DESCRIBED AS A WHOLE AS FOLLOWS:

32 BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT A OF TRACT 3801, AS PER MAP RECORDED
33 IN BOOK 40 PAGE 94 OF SAID MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;
34 THENCE FROM SAID POINT OF BEGINNING NORTH 30 DEGREES 04 MINUTES 15 SECONDS WEST
35 ALONG THE EASTERLY LINE OF SAID LOT A DISTANCE OF 21.64 FEET TO AN INTERSECTION
36 WITH A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 185.00 FEET, THE RADIAL
37 LINE AT SAID POINT OF INTERSECTION BEARING NORTH 12 DEGREES 43 MINUTES 59 SECONDS
38 WEST, SAID POINT OF INTERSECTION ALSO BEING THE TRUE POINT OF BEGINNING; THENCE
39 WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 34.81 FEET TO A POINT OF
40 TANGENCY WITH A LINE BEARING SOUTH 80 DEGREES 40 MINUTES 35 SECONDS WEST, THE
41 RADIAL LINE AT SAID POINT OF TANGENCY BEARING NORTH 9 DEGREES 19 MINUTES 25
42 SECONDS WEST; THENCE SOUTH 80 DEGREES 40 MINUTES 35 SECONDS WEST A DISTANCE OF
43 259.74 FEET TO A POINT 52 FEET NORTHERLY MEASURED AT RIGHT ANGLES TO THE CENTER
44 LINE OF ALHAMBRA AVENUE, VACATED; THENCE SOUTH 63 DEGREES 07 MINUTES 30 SECONDS
45 WEST ALONG A LINE 52 FEET NORTHERLY OF AND PARALLEL TO SAID CENTER LINE OF
46 ALHAMBRA AVENUE, VACATED, A DISTANCE OF 160.00 FEET TO AN ANGLE POINT; THENCE
47 NORTH 89 DEGREES 43 MINUTES 20 SECONDS WEST A DISTANCE OF 80.31 FEET TO A POINT
48 62.00 FEET NORTHERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID
49 ALHAMBRA AVENUE, VACATED; THENCE SOUTH 83 DEGREES 07 MINUTES 30 SECONDS WEST ALONG
50 A LINE 82.00 FEET NORTHERLY OF AND PARALLEL TO SAID CENTER LINE OF ALHAMBRA
51 AVENUE, VACATED, A DISTANCE OF 127.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO
52 THE SOUTH AND HAVING A RADIUS OF 193.00 FEET, THE RADIAL LINE AT SAID BEGINNING OF
53 CURVE BEARING NORTH 6 DEGREES 52 MINUTES 30 SECONDS WEST; THENCE WESTERLY ALONG
54 THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18 DEGREES 10 MINUTES 00

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

2 SECONDS, AN ARC DISTANCE OF 188.02 FEET; THENCE TANGENT TO SAID CURVE SOUTH 64
3 DEGREES 57 MINUTES 30 SECONDS WEST 151.33 FEET TO A POINT IN THE WESTERLY LINE OF
4 ALHAMBRA AVENUE, VACATED; THENCE SOUTH 46 DEGREES 59 MINUTES 40 SECONDS WEST ALONG
5 SAID WESTERLY LINE OF DISTANCE OF 59.80 FEET TO THE SOUTHERLY LINE OF ALHAMBRA
6 AVENUE, VACATED; THENCE NORTH 83 DEGREES 07 MINUTES 30 SECONDS EAST ALONG SAID
7 SOUTHERLY LINE TO THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHERLY
8 LINE OF LOT 1 OF TRACT 27145, AS PER MAP RECORDED IN BOOK 730 PAGES 24 AND 25 OF
9 MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A
10 LENGTH OF 498.09 FEET; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1
11 BEING A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 543.14 FEET AN ARC DISTANCE
12 OF 365.72 FEET TO THE NORTHWESTERLY LINE OF LOT 10 OF TRACT 10111, AS PER MAP
13 RECORDED IN BOOK 157 PAGES 45 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY
14 RECORDER OF SAID COUNTY; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID
15 LOT 10 TO THE SOUTHERLY LINE OF ALHAMBRA AVENUE, VACATED; THENCE NORTH 88 DEGREES
16 07 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY LINE AND ITS PROLONGATION THEREOF
17 TO THE WESTERLY BOUNDARY OF THE OFFICIAL BED OF LOS ANGELES RIVER AS ESTABLISHED
18 BY THE CITY OF LOS ANGELES ORDINANCE NO. 387 (O.S.) ON FILE IN THE CITY OF LOS
19 ANGELES CLERK OFFICE; THENCE NORTHERLY ALONG SAID WESTERLY BOUNDARY TO THE
20 NORTHERLY LINE OF ALHAMBRA AVENUE NOW VACATED; THENCE WESTERLY ALONG SAID
21 NORTHERLY LINE TO THE NORTHEASTERLY LINE OF BLOOM STREET NOW VACATED; THENCE NORTH
22 30 DEGREES 04 MINUTES 18 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID BLOOM
23 STREET VACATED, TO THE EASTERLY INTERSECTION OF THAT CERTAIN CURVE HEREBYFORE
24 MENTIONED HAVING A RADIUS OF 585.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID
25 CURVE TO THE TRUE POINT OF BEGINNING.

14 PARCEL 6:

15 LOT 34 OF THE SAUCNET TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
16 STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37 PAGES 29 AND 30 OF
17 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

18 EXCEPT THEREFROM THAT PORTION OF SAID LOT 26, INCLUDED WITHIN THE LAND AS
19 DESCRIBED IN THE DEED TO WILLIAM L. MAGLE AND EDNA M. MAGLE RECORDED OCTOBER 15,
20 1971, AS INSTRUMENT NO. 382 OF OFFICIAL RECORDS OF SAID COUNTY.

21 TOGETHER WITH THOSE PORTIONS OF SAUCNET STREET (60.00 FEET WIDE) AND AVILA STREET
22 (60.00 FEET WIDE) BOTH AS SHOWN ON SAID SAUCNET TRACT, TITLE OF WHICH PASSES WITH
23 LEGAL CONVEYANCE OF SAID LAND.

24 EXCEPT THEREFROM THOSE PORTIONS OF SAID SAUCNET STREET AND AVILA STREET, INCLUDED
25 WITHIN HEREBYABOVE DESCRIBED PARCEL 3.

23 PARCEL 7:

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

26 BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID DATE STREET WITH
27 SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID AUGUSTA STREET;
28 THENCE ALONG SAID NORTHEASTERLY LINE OF AUGUSTA STREET NORTH 56 DEGREES 13 MINUTES
29 30 SECONDS WEST 519.45 FEET; THENCE SOUTH 35 DEGREES 14 MINUTES 00 SECONDS WEST
30 40.01 FEET TO THE SOUTHWESTERLY LINE OF SAID AUGUSTA STREET; THENCE ALONG SAID
31 SOUTHWESTERLY LINE SOUTH 56 DEGREES 13 MINUTES 30 SECONDS EAST 528.49 FEET TO AN
32 INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID DATE STREET; THENCE ALONG SAID
33 NORTHWESTERLY LINE SOUTH 48 DEGREES 36 MINUTES 40 SECONDS WEST 49.19 FEET; THENCE
34 CONTINUING ALONG SAID NORTHWESTERLY LINE SOUTH 42 DEGREES 14 MINUTES 13 SECONDS
35 WEST 89.11 FEET; THENCE SOUTH 47 DEGREES 45 MINUTES 45 SECONDS EAST 40 FEET TO THE
36 SOUTHEASTERLY LINE OF SAID DATE STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH
37 42 DEGREES 14 MINUTES 15 SECONDS EAST 86.88 FEET; THENCE CONTINUING ALONG SAID
38 SOUTHEASTERLY LINE NORTH 48 DEGREES 36 MINUTES 40 SECONDS EAST 98.14 FEET TO THE

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October 29, 1993

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

POINT OF BEGINNING.

PARCEL 8:

THAT PORTION OF THE CITY LANDS, IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 804 AND 805 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING THAT PORTION OF DATE STREET (FORMERLY KNOWN AS LOVERS LANE 40.00 FEET WIDE) AS NOW ESTABLISHED BY THE CITY ENGINEER OF SAID CITY, NOW VACATED BY THE CITY OF LOS ANGELES ORDINANCE NO. 87332 ON FILE IN THE CITY CLERK'S OFFICE OF SAID CITY, MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

LYING BETWEEN A HORIZONTAL PLANE LOCATED AT THE SPRINGING LINE OF VIGNES STREET SUBWAY STRUCTURES, AS SHOWN ON PLANS NOS. D-4322 AND D-4323 ON FILE IN THE OFFICE OF THE CITY ENGINEER OF SAID CITY OF LOS ANGELES, SAID SPRINGING LINE BEING LOCATED AT AN ELEVATION OF 282.66 FEET ABOVE THE OFFICIAL DATUM PLANE OF SAID CITY OF LOS ANGELES ADOPTED JULY 1, 1925, BY ORDINANCE NO. 52,322, AND A HORIZONTAL PLANE AT AN ELEVATION OF 329 FEET ABOVE SAID OFFICIAL DATUM PLANE INCLUDED WITHIN THE VERTICAL PROJECTIONS OF THE HEREINAFTER DESCRIBED BOUNDARIES EXCEPTING THAT SPACE BETWEEN SAID HORIZONTAL PLANE AT ELEVATION 282.66 FEET AND THE SOFTTY OF SAID STRUCTURE, AS SHOWN ON SAID PLANS:

SAID HEREINAFTER DESCRIBED PARCEL BEING ALL THAT PORTION OF DATE STREET INCLUDED WITHIN PARCEL A DESCRIBED IN EASEMENT TO CITY OF LOS ANGELES RECORDED IN BOOK 18300 PAGE 61 OFFICIAL RECORDS OF LOS ANGELES COUNTY.

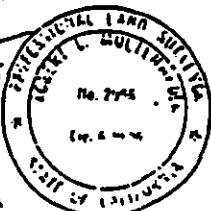
PARCEL 9:

THOSE PORTIONS OF BLOCK 8 OF THOSE PORTIONS OF THE "SUBDIVISION OF THE ALISO TRACT", IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGES 12 AND 13 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE THAT IS PARALLEL WITH AND A DISTANCE OF 50.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) TO THE EASTERLY LINE OF LOT 9 IN SAID BLOCK 8 WITH THE NORTHERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 71958-1 (AMENDED) IN THE FINAL ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES, COUNTY SUPERIOR COURT CASE NO. C416031, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11, 1987, DOCUMENT NO. 87-264265 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 101.00 FEET TO A POINT; SAID POINT BEING DISTANT THEREON 10.00 FEET NORTHERLY FROM THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHERLY LINE OF LOT 11 IN SAID BLOCK 8; THENCE SOUTHWESTERLY ALONG A DIRECT LINE TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 11. SAID LAST MENTIONED POINT BEING DISTANT THEREON 70.00 FEET FROM THE SOUTHEAST CORNER OF LOT 9 IN SAID BLOCK 8; THENCE EASTERLY ALONG THE SOUTHERLY LINES OF SAID LOTS 9 AND 11, A DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 9 TO THE NORTHWESTERLY LINE OF SAID BLOCK 8 THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINES TO SAID HEREINABOVE MENTIONED PARALLEL LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING. EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN PARCEL 71779-1 OF INSTRUMENT NO. 08-422817 OF SAID OFFICIAL RECORDS.

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

Robert L. Mollenhauer, PLS No. 2996



THIS DOCUMENT PREPARED BY [Signature] CHECKED [Signature] TITLED [Signature] CLASSIFIED [Signature] JOB 15861

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February 24, 1995

Revised May 22, 1996

MWDHQ-01-100


Catalus Development Corporation

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
UNION STATION HEADQUARTERS GRANT DEED

1
2 angles, from the westerly line of said Lot 2; thence North 10° 01' 01" East 434.05 feet along
3 said last mentioned parallel line; thence perpendicular to said westerly line, North 79° 58' 59"
4 West 326.60 feet; thence parallel with said westerly line, South 10° 01' 01" West 117.77 feet;
5 thence perpendicular to said westerly line, North 79° 58' 59" West 34.77 feet; thence parallel
6 with said westerly line, South 10° 01' 01" West 12.44 feet; thence perpendicular to said
7 westerly line, North 79° 58' 59" West 49.25 feet; thence parallel with said westerly line South
8 10° 01' 01" West 132.77 feet; thence perpendicular to said westerly line, North 79° 58' 59"
9 West 95.49 feet; thence parallel with said westerly line South 10° 01' 01" West 30.19 feet;
10 thence perpendicular to said westerly line, North 79° 58' 59" West 126.82 feet to the westerly
11 line of said Lot 2; thence South 10° 01' 01" West 10.07 feet along said westerly line to the
12 Point of Beginning.

13
14 Containing 185,408 sq. ft.

15
16 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS
17 NOT FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN
18 VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF
19 CALIFORNIA.

20
21 
22 Robert D. Snodgrass, PLS No. 6858



23 REVIEWED BY THE
24 METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
Z/W & TITLE ENGINEERING SECTION
DATE: 5/22/96

25 THIS DESCRIPTION
PREPARED BY EDS
CHECKED EDS / CEIT
TYPED AP
COMPARED EDS / CEIT

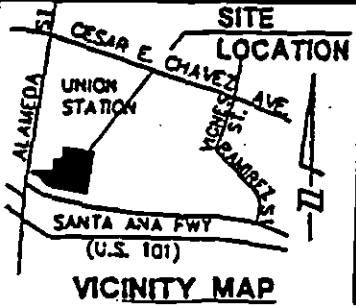
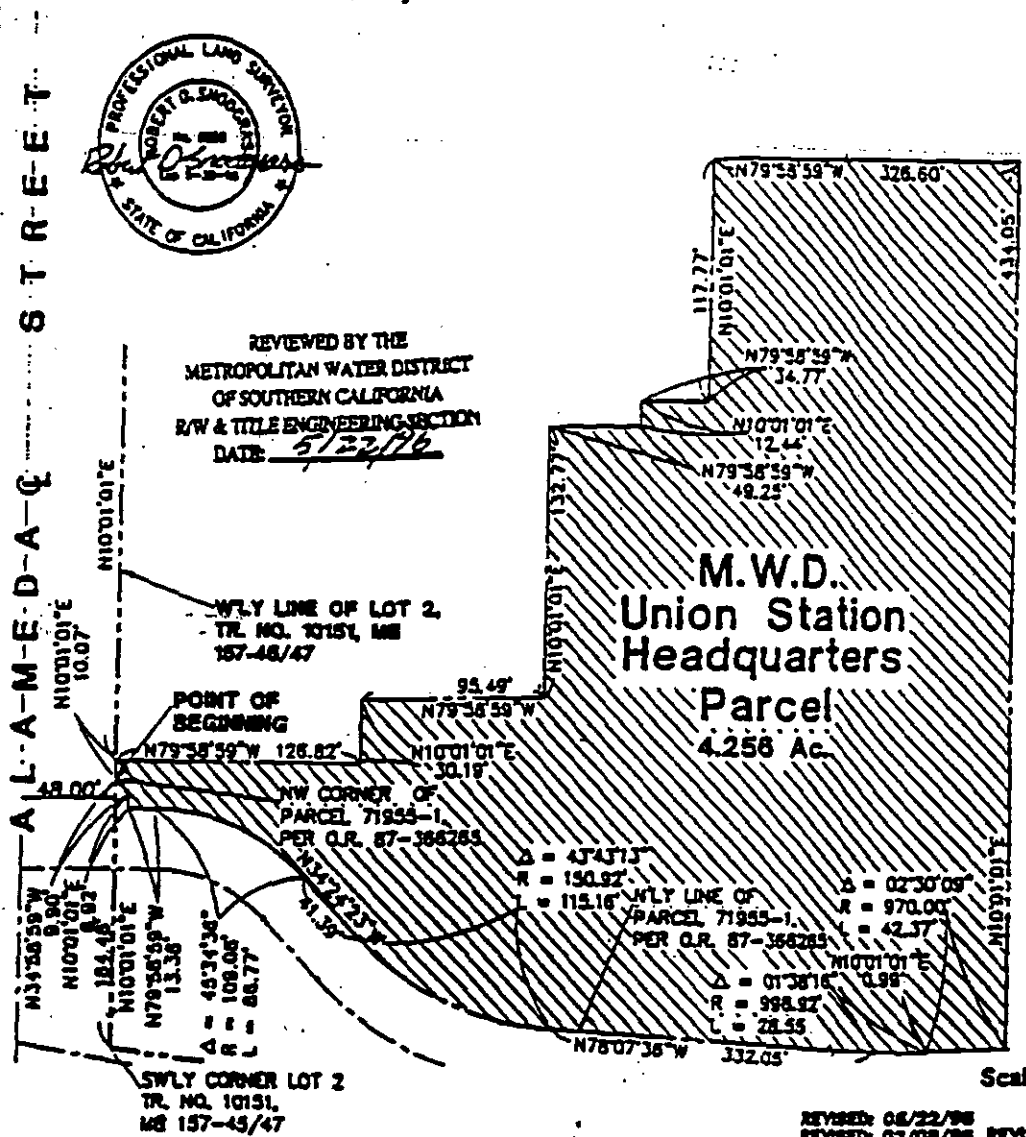
**THIS EXHIBIT TO BE ATTACHED TO THE LEGAL DESCRIPTION
PORTION OF LOT 2, TRACT 10151 M.B. 157/45-47
CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA**

BASIS OF BEARINGS

The bearings shown hereon are based on the bearing of N 10°03'51" E along the centerline of Alameda Street between Cesar E. Chavez Ave. (formerly Macy Street) and North Main St. per Los Angeles City Engineers Field Book 132-213, Pages 111, 112 and 126.



REVIEWED BY THE
METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
R/W & TITLE ENGINEERING SECTION
DATE: 5/22/96



PREPARED BY:
**MOLLENHAUER,
HIGASHI & MOORE INC.**
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TEL : 213-624-2661
FAX : 213-614-1863
DATE : 02/29/96
W.D. : 1652R.04

REVISION: 06/22/96
REVISION: 03/08/96
REVISION: 06/22/96

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
**UNION STATION
HEADQUARTERS
GRANT DEED**
CATELLUS DEVELOPEMEN
CORPORATION
TO
**MWD
MWDHQ-01-100**

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MWDHQ-01-100PEA1
Catalus Development
Corporation

October 6, 1995
Revised May 22, 1996

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
PERMANENT EASEMENT AT UNION STATION

PARCEL B

That portion of Lot 2 of Tract No. 10151 in the City of Los Angeles, County of Los Angeles, State of California per map recorded in Book 157, Pages 45, 46 and 47 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at a point on the westerly line of said Lot 2 distant North 10° 01' 01" East 184.48 feet from the southwest corner of said Lot 2, said point being the northwest corner of the land as described in parcel 71955-1 (amended) in the Final Order of Condemnation entered in Los Angeles County Superior Court Case No. C416021, a certified copy of which was recorded March 11, 1987, as Instrument No. 87-366265 of Official Records of said County; thence along the general northerly boundaries of the land as described in Parcel 71955-1 (amended) in said Final Order of Condemnation, as follows: South 34° 58' 59" East 9.90 feet, South 10° 01' 01" West 6.92 feet, South 79° 58' 59" East 13.38 feet, southeasterly along a tangent curve concave southwest and having a radius of 109.08 feet, through a central angle of 45° 34' 36", an arc distance of 88.77 feet, south 34° 24' 23" East 41.39 feet, southeasterly along a tangent curve concave northeasterly and having a radius of 150.92 feet, through a central angle of 43° 43' 13", an arc distance of 115.16 feet, South 78° 07' 36" East 332.05 feet, easterly along a tangent curve concave northerly and having a radius of 998.92 feet through a central angle of 01° 38' 16", an arc distance of 28.55 feet, to a line parallel with and distant easterly 590.58 feet, measured at right angles, from the westerly line of said Lot 2, and North 10° 01' 01" East 0.99 feet along said parallel line to a point on a non-tangent curve concave northerly and having a radius of 970.00 feet, a radial line through said point bears South 10° 04' 22" West; thence easterly along said curve through a central angle of 02° 30' 09" an arc distance

METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
RAW & TITLE ENGINEERING SECTION
DATE: 5/22/96

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October 6, 1995

Revised May 22, 1996

MWDHQ-01-100PEA1

Catalus Development Corporation

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
PERMANENT EASEMENT AT UNION STATION

1 of 42.37 feet to a line that is parallel with and distant easterly 632.93 feet, measured at right
2 angles, from the westerly line of said Lot 2; thence North 10° 01' 01" East 434.05 feet along
3 said last mentioned parallel line; thence perpendicular to said westerly line, North 79° 58' 59"
4 West 328.60 feet; thence parallel with said westerly line, South 10° 01' 01" West 117.77 feet;
5 thence perpendicular to said westerly line, North 79° 58' 59" West 34.77 feet; thence parallel
6 with said westerly line, South 10° 01' 01" West 12.44 feet; thence perpendicular to said
7 westerly line, North 79° 58' 59" West 28.23 feet to the TRUE POINT OF BEGINNING; thence
8 continuing North 79° 58' 59" West 21.02 feet; thence parallel with said westerly line South
9 10° 01' 01" West 132.77 feet to a point hereinafter referred to as Point "A"; thence
10 perpendicular to said westerly line North 79° 58' 59" West 95.36 feet to the beginning of a
11 nontangent curve concave easterly and having a radius of 123.37 feet, a radial line through said
12 beginning of nontangent curve bears North 76° 32' 20" West; thence northerly along said curve
13 through a central angle of 14° 32' 48" an arc distance of 31.32 feet to the beginning of a
14 reverse curve concave westerly and having a radius of 123.37 feet; thence northerly along said
15 curve through a central angle of 21° 21' 47" an arc distance 48.00 feet; thence North 06° 38'
16 41" East 204.15 feet to the beginning of a tangent curve concave easterly and having a radius
17 of 2779.00 feet; thence northerly along said curve through a central angle of 01° 47' 18" an
18 arc distance of 86.74 feet to the beginning of a reverse curve concave southwesterly and having
19 a radius of 25.00 feet, the westerly terminus of said last mentioned curve to be tangent with
20 a line that is perpendicular to the westerly line of said Lot 2; thence northwesterly along said
21 curve through a central angle of 88° 24' 58" an arc distance of 38.58 feet; thence along said
22 perpendicular line North 79° 58' 59" West 97.83 feet to said westerly line of Lot 2; thence
23 along said westerly line North 10° 01' 01" East 40.00 feet to a point hereinafter referred to as
24

METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
BY & TITLE ENGINEERING SECTION
DATE 10/23/95

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

471 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2081 Fax (213) 614-1863

MWDHQ-01-100PEA1
Catalus Development
Corporation

October 6, 1995

Revised May 22, 1996

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
PERMANENT EASEMENT AT UNION STATION

1 Point. "B"; thence continuing along said westerly line North 10° 01' 01" East 100.00 feet
 2 thence perpendicular to said westerly line South 79° 58' 59" East 121.08 feet to the beginning
 3 of tangent curve concave southwesterly and having a radius of 45.00 feet, the southerly
 4 terminus of said curve being tangent to a reverse curve concave easterly and having a radius of
 5 2735.00 feet, said reverse curve being concentric with and distant easterly 44.00 feet,
 6 measured radially, from that certain curve described herein as having a radius of "2779.00 feet";
 7 thence southeasterly along said curve through a central angle of 90° 52' 33" an arc distance
 8 of 71.37 feet to the beginning of said reverse curve; thence southerly along said reverse curve
 9 to the point of tangency with a line that is parallel with and distant easterly 44.00 feet,
 10 measured at right angles, from that certain course described herein as having a bearing and
 11 distance of "North 06° 38' 41" East 204.15 feet", through a central angle of 04° 14' 53" an
 12 arc distance of 202.78 feet; thence along said parallel line South 06° 38' 41" West 131.71 feet
 13 to the beginning of a tangent curve concave northeasterly and having a radius of 12.00 feet;
 14 thence southeasterly along said curve through a central angle of 88° 37' 40" an arc distance
 15 of 18.14 feet; thence South 79° 58' 59" East 33.98 feet to the beginning of a tangent curve
 16 concave southwesterly and having a radius of 30.00 feet; thence southeasterly along said curve
 17 through a central angle of 39° 37' 04" an arc distance of 20.74 feet to the TRUE POINT OF
 18 BEGINNING.

19
20 EXCEPT THEREFROM that portion of said Lot 2 described as follows:

21
22 Beginning at the hereinbefore described Point "A"; thence North 79° 58' 59" West 35.17 feet
 23 to the southerly prolongation of that certain course described herein as having a bearing and
 24

METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
WATER & TITLE ENGINEERING SECTION
DATE 10/13/95

10000000010020-0000

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2881 Fax (213) 614-1803

October 6, 1995

Revised May 22, 1996

MWDHQ-01-100PEA1
Catalus Development
Corporation

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
PERMANENT EASEMENT AT UNION STATION

1 distance of "South 06° 38' 41" West 131.71 feet"; thence along said prolongation North 06°
2 38' 41" East 93.12 feet to the beginning of a tangent curve concave southeasterly and having
3 a radius of 12.00 feet, the easterly terminus of said curve to be tangent with a line that is
4 parallel with and distant southerly 34.00 feet, measured at right angles, from that certain course
5 described herein as having a bearing and distance of "South 79° 58' 59" East 33.98 feet";
6 thence northeasterly along said curve through a central angle of 93° 22' 20" an arc distance
7 of 19.56 feet; thence along said parallel line South 79° 58' 59" East 16.67 feet to the beginning
8 of a tangent curve concave southwesterly and having a radius of 12.00 feet, the southerly
9 terminus of said last mentioned curve to be tangent with that certain course described herein
10 as having a bearing and distance of "South 10° 01' 01" West 132.77 feet"; thence
11 southeasterly along said curve through a central angle of 90° 00' 00" an arc distance of 18.85
12 feet; thence along said last mentioned certain course South 10° 01' 01" West 93.66 feet to the
13 Point of Beginning.

14
15 **ALSO EXCEPT THEREFROM** that portion of said Lot 2 described as follows:

16 Beginning at the hereinbefore described Point "B"; thence along the westerly line of said Lot 2,
17 North 10° 01' 01" East 60.00 feet; thence perpendicular to said westerly line South 79° 58'
18 59" East 91.81 feet to the beginning of a tangent curve concave westerly and having a radius
19 of 30.00 feet, the westerly terminus of said curve to be tangent with a line that is perpendicular
20 to the westerly line of said Lot 2 and which passes through said Point "B"; thence easterly,
21 southerly and westerly along said curve through a central angle of 180° 00' 00" an arc length
22 of 94.25 feet; thence along said perpendicular line North 79° 58' 59" West 91.81 feet to the
23 Point of Beginning.

METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
R/W & TITLE ENGINEERING SECTION
DATE: 5/22/96

October 6, 1995
Revised May 22, 1996

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
PERMANENT EASEMENT AT UNION STATION

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Contains 35,388 Sq. Ft. or 0.8124 Acres

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


Robert D. Snodgrass, PLS No. 6858



REVIEWED BY THE
METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
R/W & TITLE ENGINEERING SECTION
DATE: 5/22/96

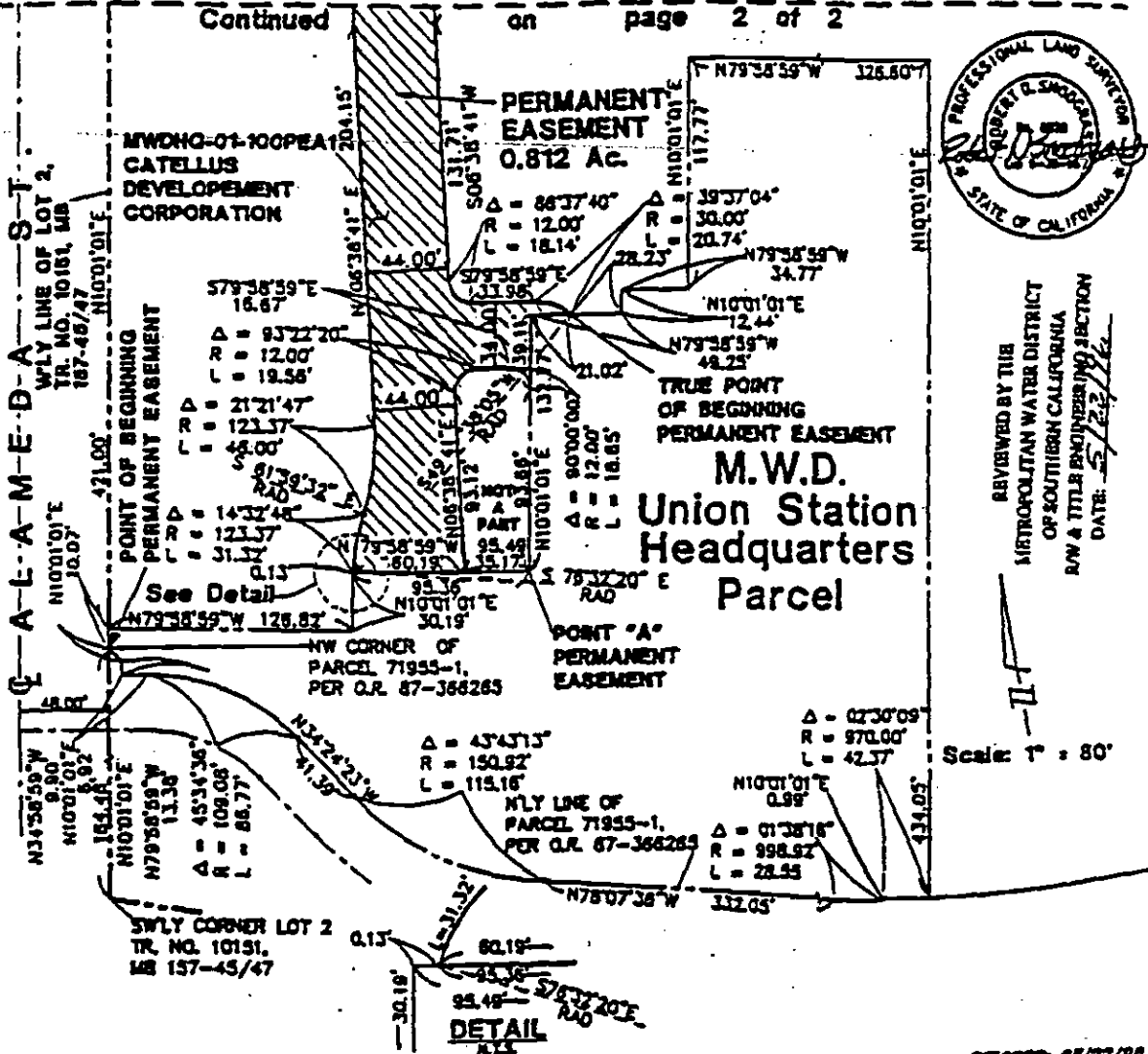
THIS DESCRIPTION
PREPARED BY: RDS
CHECKED: RDS/CEIT
TYPED: MP
COMPALED: RDS/CEIT

THIS EXHIBIT TO BE ATTACHED TO THE LEGAL DESCRIPTION
 PORTION OF LOT 2, TRACT 10151 M.B. 157/45-47
 CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
 STATE OF CALIFORNIA

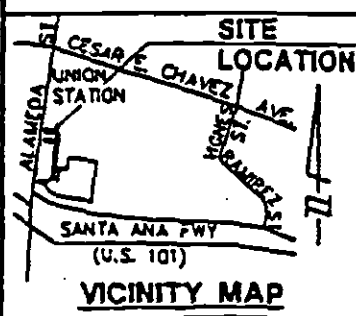
BASIS OF BEARINGS

The bearings shown hereon are based on the bearing of N 100°31' E along the centerline of Alameda Street between Cesar E. Chavez Ave. (formerly Macy Street) and North Main St. per Los Angeles City Engineers Field Book 132-213, Pages 111, 112 and 126.

Continued on page 2 of 2



REVIEWED BY THE
 METROPOLITAN WATER DISTRICT
 OF SOUTHERN CALIFORNIA
 ROW & TITLE ENGINEERING SECTION
 DATE: 5/22/96



PREPARED BY:
**MOLLENHAUER,
 HIGASHI & MOORE INC.**
 411 W. FIFTH ST. 4th FLOOR
 L.A. CA. 90013
 TEL : 213-624-2661
 FAX : 213-614-1863
 DATE : 02/29/96
 W.O. : 16528.04

REVIEWED: 03/22/96

THE METROPOLITAN WATER DISTRICT
 OF SOUTHERN CALIFORNIA

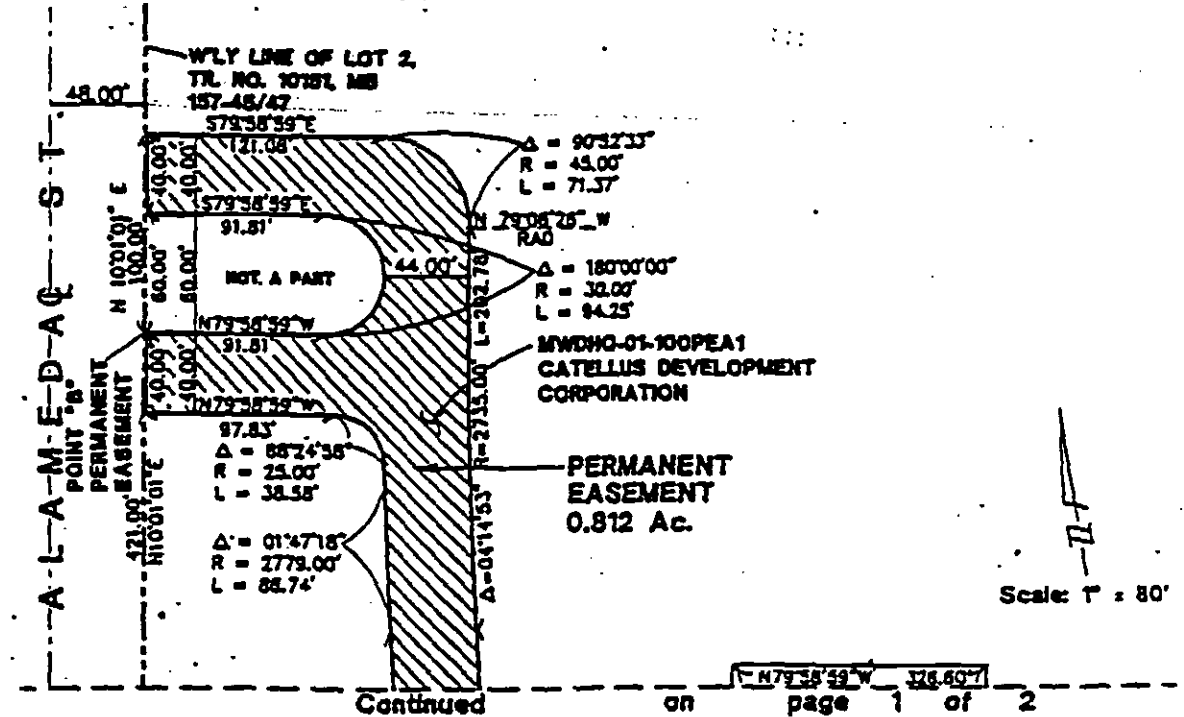
**UNION STATION
 HEADQUARTERS
 PERMANENT EASEMENT**
 CATELLUS DEVELOPMENT
 CORPORATION
 TO
 MWD
 MWDHQ-01-100PEA1

**THIS EXHIBIT TO BE ATTACHED TO THE LEGAL DESCRIPTION
PORTION OF LOT 2, TRACT 10151 M.B. 157/45-47**

CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

BASIS OF BEARINGS

The bearings shown hereon are based on the bearing of N 10°03'51" E along the centerline of Alameda Street between Cesar E. Chavez Ave. (formerly Macy Street) and North Main St per Los Angeles City Engineers Field Book 132-213, Pages 111, 112 and 128.

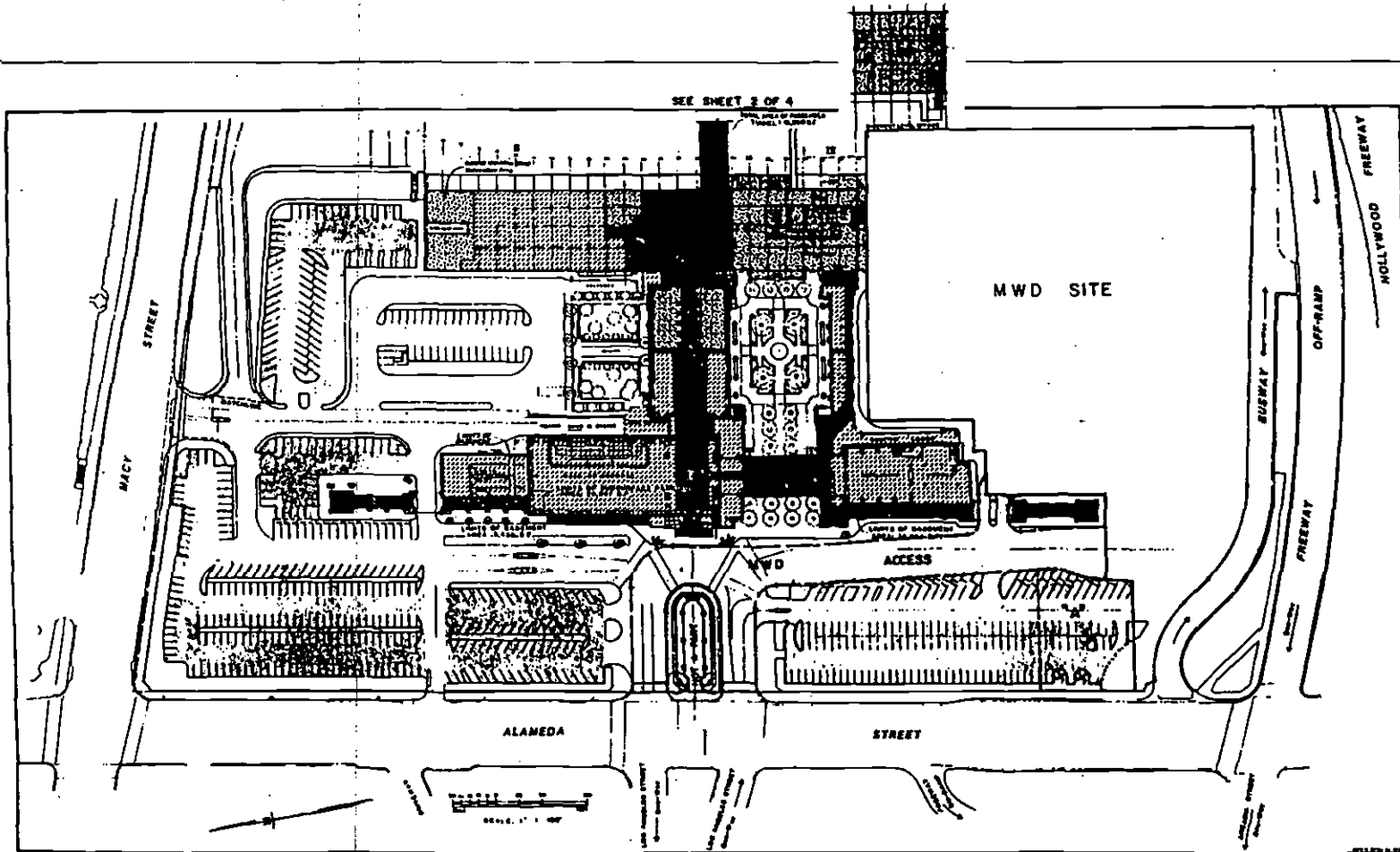


REVIEWED BY THE
METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
M/W & TITLE ENGINEERING SECTION
DATE: 5/27/96

REVISED: 03/22/98

<p>SITE LOCATION</p> <p>VICINITY MAP</p>	<p>PREPARED BY: MOLLENHAUER, HIGASHI & MOORE INC. 411 W. FIFTH ST. 4th FLOOR L.A. CA. 90013 TEL : 213-624-2661 FAX : 213-614-1863 DATE : 02/29/96 W.O. : 16528.04</p>	<p>THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA</p> <p>UNION STATION HEADQUARTERS PERMANENT EASEMENT CATELLUS DEVELOPEMENT CORPORATION TO MWD MWDHQ-01-100PEA1</p>
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SEE SHEET 2 OF 4



TABULATION OF AREAS						
TYPE	SHEET 1	SHEET 2	SHEET 3	SHEET 4	TOTAL	REMARKS
[Symbol]	12,210 S.F.	16,000 S.F.	1,810 S.F.	0 S.F.	29,820 S.F.	EXCLUSIVE AIRFRAME BUILDING
[Symbol]	0 S.F.	149,200 S.F.	107,400 S.F.	100,000 S.F.	356,600 S.F.	NON-EXCLUSIVE TRAIN YARD AREA
[Symbol]	21,100 S.F.	13,200 S.F.	0 S.F.	0 S.F.	34,300 S.F.	COMMON BUILDING 10 & 11
[Symbol]	10,211 S.F.	0 S.F.	0 S.F.	0 S.F.	10,211 S.F.	EXCLUSIVE CATELLUS BUILDING
[Symbol]	100,000 S.F.	171,000 S.F.	10,100 S.F.	10,100 S.F.	391,200 S.F.	EXCLUSIVE CATELLUS WTR./PARENT GARAGE
[Symbol]	0 S.F.	0 S.F.	0 S.F.	0 S.F.	0 S.F.	COMMON SITE 10 & 11
[Symbol]	0 S.F.	0 S.F.	0 S.F.	0 S.F.	0 S.F.	EXCLUSIVE AIRFRAME SITE
[Symbol]	0 S.F.	0 S.F.	0 S.F.	0 S.F.	0 S.F.	TEMPORARY METRO HOTEL (S.E.M.A.) BUS PLAZA
[Symbol]	0 S.F.	0 S.F.	0 S.F.	0 S.F.	0 S.F.	PADAPAMA LIGHT RAIL EXCLUSIVE EASEMENT

KEY TO SYMBOLS

- [Symbol] EXCLUSIVE AIRFRAME BUILDING
- [Symbol] NON-EXCLUSIVE TRAIN YARD AREA
- [Symbol] EXCLUSIVE AIRFRAME SITE
- [Symbol] COMMON BUILDING
- [Symbol] TEMPORARY METRO HOTEL (S.E.M.A.) BUS PLAZA
- [Symbol] PADAPAMA LIGHT RAIL EXCLUSIVE EASEMENT
- [Symbol] EXCLUSIVE CATELLUS BUILDING
- [Symbol] EXCLUSIVE CATELLUS WTR./PARENT GARAGE
- [Symbol] COMMON SITE
- [Symbol] LOT/RY OF EASEMENT/RESERVATION

NOTE: 10 & 11 - PART OF COMMON AREA.

LOS ANGELES UNION STATION
 100 NORTH ALAMEDA STREET • LOS ANGELES, CALIFORNIA 90012
"COMMON AREA AND EASEMENT AREA MAP"
 Exhibit "B"
 Amendment No. 2
 in
 Exchange Agreement
 Between
CATELLUS DEVELOPMENT CORPORATION
 and
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

EXHIBIT "C"

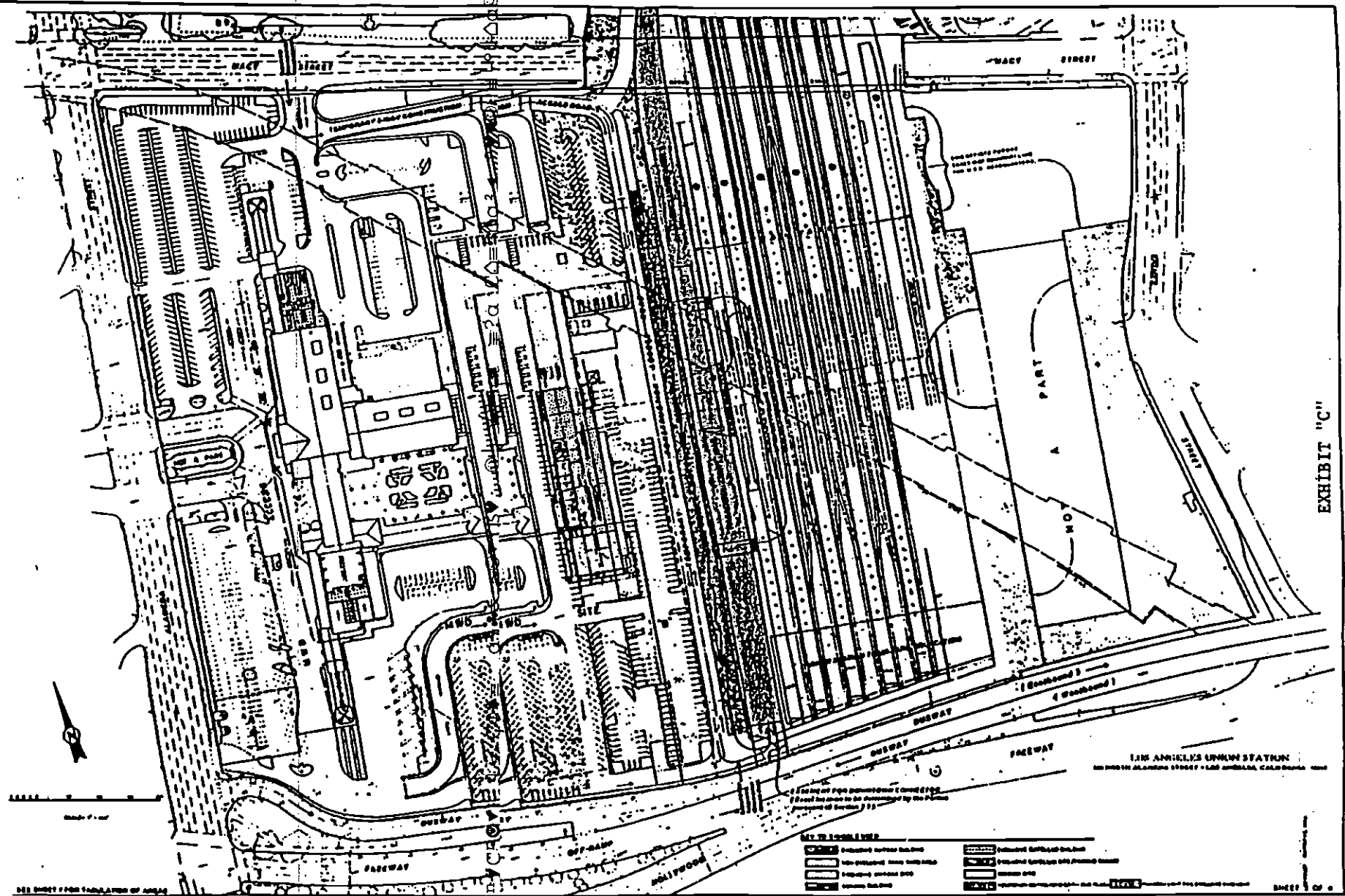


EXHIBIT "C"

2

UNION STATION
METRO RAIL CONSTRUCTION
RIGHT OF ENTRY LICENSE
AND
PERMANENT EASEMENT AGREEMENT

THIS LICENSE is made and entered into as of this 3RD day of NOVEMBER 1967 by and between the Atchison Topeka & Santa Fe Railway Company, Southern-Pacific Transportation Company, the Los Angeles Salt Lake Railroad Company and, its Lessee, Union Pacific Railroad Company, (hereinafter "Licensor") and the Southern California Rapid Transit District, a public corporation (hereinafter "Licensee"):

RECITALS

WHEREAS, licensee intends to construct a subway rapid transit system in the City and County of Los Angeles (hereinafter "Metro Rail"), and;

WHEREAS, in connection with said construction of Metro Rail, Licensee requires interim use and occupancy of certain portions of the property known as the Los Angeles Union Passenger Terminal (hereinafter "LAUPT") owned by Licensor, which areas are described and identified herein and on Exhibit "A" hereto, and;

WHEREAS, Licensee will require the grant of permanent surface and subsurface easement areas for the operation of Metro Rail upon completion of construction, and;

WHEREAS, Licensor is willing to grant to Licensee a license for entry upon those portions of LAUPT for purposes of constructing Metro Rail and Licensee is willing to accept such grant of license as a means of acquiring temporary use and occupancy of those areas of LAUPT property for purposes of constructing Metro Rail, and;

WHEREAS, Licensor is willing to grant permanent surface and subsurface easements to accommodate the presence and operation of the completed Metro Rail project and Licensee is willing to accept such grant of permanent easement areas, and;

NOW THEREFORE, the parties hereto agree as follows:

1. PREMISES. Licensor hereby grants to Licensee the right to enter upon and occupy the below listed parcels (hereinafter the "Premises") for purposes of constructing Metro Rail and for no other purpose; such parcels are further depicted and described on Exhibits "A" attached hereto and made a part hereof:

Parcel No.

Temporary Construction Areas

- A1-025 Temporary construction area for construction staging, 6,824 square feet.
- A1-025-1 Temporary construction area for construction staging, 6,903 square feet.
- A1-025 Temporary construction area for construction staging, 90,000 square feet.
- A1-026-1 Temporary construction area for construction staging, 2,238 square feet.
- A1-047-5 Temporary construction area for construction staging, 66,419 square feet.
- A1-047-6 Temporary construction area for construction staging, 36,093 square feet.
- A1-047-7 Temporary construction area for construction staging, 9,183 square feet.
- A1-047-8 Temporary construction area to construct interim Amtrak facilities, 78,637 square feet.
- A1-047-9 Temporary construction area to construct interim Amtrak facilities, 73,896 square feet.
- A1-047-10 Temporary construction area for access road, 24,990 square feet.
- A1-033-4 Temporary construction area for construction staging, 37,175 square feet.
- A1-033-5 Temporary construction area for construction staging, 7,615 square feet.
- A1-033-6 Temporary construction area for constructing staging, 456 square feet.
- A1-033-7 Temporary construction area for constructing staging, 1,809 square feet.

Area descriptions and locations of the temporary construction areas shall be revised to allow for the construction of the Metro Rail station portals and surface penetrations as described and depicted on Exhibit "B", east portal area and "C", west portal area hereto. During the course of construction, Licensee shall provide verification by survey or other appropriate means (as may be agreed to by Licensor) to Licensor of the actual parcel areas utilized by Licensee.

(A) FUTURE GRANT OF PERMANENT EASEMENTS. Upon completion of construction of Metro Rail, upon satisfaction of the condition set forth in Section 3 hereof, and upon the receipt of written certification that Licensee is

prepared to commence revenue operation of Metro Rail, Licensor shall grant to Licensee permanent surface and subsurface easement areas required for its installation, operation, repair, maintenance and employee and passenger access listed below, depicted on Exhibit "A".

Permanent Easement Areas

A1-047-1	Station Box and Tunnel	40,102 sq. ft.
A1-047-2	Station Box	69,564 sq. ft.
A1-047-3	East Portal	To be determined
A1-047-4	West Portal	To be determined
A1-033-1	Station Box	3,294 sq. ft.
A1-033-2	East Portal-ancillary	1,309 sq. ft.
A1-033-3	East Portal	To be determined
A1-033-8	Station Box and Crossover	2,612 sq. ft.
PAE-1	Pedestrian Access-West Portal from Alameda St.	To be determined
PAE-4	Pedestrian Access-East Portal from Macy Street and Vignes Street Intersection	To be determined

Licensee acknowledges that Licensor intends to develop the LAUPT site as a mixed use commercial development which will involve the construction of commercial office, hotel and retail buildings and facilities. As of the date hereof, Licensor has not completed final development plans for the LAUPT site. In order that the future development plans for LAUPT will not be compromised or constrained due to the configuration of the Metro-Rail pedestrian access easements, Licensor shall have the right to modify or specify alternate pedestrian access easements from time to time to accommodate its development program. Said alternate easements shall conform to the following:

- A. PAE-1, Pedestrian access from Alameda Street to the west portal shall be provided by easement with a walking distance of not more than 500 feet measured from the centerline of the east side Alameda Street sidewalk midway between Aliso and Macy Streets to the portal threshold.
- B. PAE-2, Pedestrian access from the Macy Street and Vignes Street intersection to the east portal shall be provided by easement with a walking distance of not more than 250 feet in a generally north/south direction measured from the point of termination of the south side Macy Street sidewalk at the southwest corner of the intersection of Macy and Vignes Streets.

In the event Licensor exercises the right herein reserved to designate alternate pedestrian access easements to accommodate its development program, Licensee shall, upon demand and prior to the recording of such alternate pedestrian access easements, execute and deliver to Licensor quitclaim documents releasing the interest of Licensee in the pedestrian access easements which are being replaced by the alternate pedestrian access easements. As material consideration for the grant of the permanent easements, Licensee shall defend and hold Licensor, its agents, parent and affiliated companies, officers, shareholders, employees, and lessees harmless from and against any and all liability, expense, including defense costs and

legal fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with the use of the permanent easements by any person including, without limitation, Licensee, its passengers, guests, invitees, employees, directors or contractors.

2. RENT. Upon execution of this Agreement, Licensee shall pay to Licensor as rental for the Premises the sum of Five Million, Forty-Two Thousand, Seven Hundred Thirty-Three and no/100 Dollars (\$5,042,733.00) as (hereinafter the "Minimum Rent").

In the event the rent obligation of Licensee, determined by multiplying the monthly rents by the number of months of occupancy for each parcel as set forth below, exceeds the Minimum Rent, Licensee shall pay the monthly rent for each parcel then occupied or utilized by Licensee. Such rent shall be due and payable on the first day of each month from the date the Licensee's rent obligation exceeds the amount of the prepaid rent theretofore paid. Such rents not paid by the first of the month shall be subject to a late charge based on an interest rate of twelve percent (12%) per annum. Such rents shall be subject to adjustment in the event the parcels vary in area from those set forth above, in which case the rents shall be determined by multiplying the actual parcel areas by the rent per square foot per month.

Parcel No.	Area (Sq. Ft.)	Rent \$/S.F./Mon.	Monthly Rent
A1-025	6,824	.35	\$ 2,388.40
A1-025-1	6,903	.35	2,416.05
A1-025	90,000	.35	31,500.00
A1-025-7	2,238	.35	783.30
A1-033-1	37,175	.35	13,011.25
A1-033-5	7,615	.35	2,665.25
A1-033-5	456	.35	159.60
A1-033-7	1,809	.35	633.15
A1-047-5	66,419	.35	23,246.65
A1-047-5	36,093	.35	12,632.55
A1-047-7	9,183	.35	3,214.05
A1-047-5	78,637	.35	27,522.95
A1-047-5	73,896	.35	25,863.60
A1-047-10	24,990	.35	8,746.50

2(A) ADDITIONAL RENT. Licensee as additional rental shall pay to Licensor all real property taxes and assessments applicable to the Premises. Upon the receipt of the statements of real property taxes and assessments from the Los Angeles County Tax Assessor, Licensor shall prepare an analysis and statement setting forth an allocation of said amounts to the Premises, which shall be paid to Licensor within twenty (20) days of receipt by Licensee.

3. LICENSOR'S APPROVAL OF PLANS. Prior to the commencement of the construction of any heavy Rail improvements upon LAUPT, including temporary facilities, Licensee shall submit construction plans, working drawings, "shop" drawings and specifications (the "Plans") therefor to Licensor for review and approval. Licensor's approval or disapproval, as the case may be, shall be

submitted in writing to Licensee within 45 days of the initial submittal to Licensor. Should Licensor disapprove the Plans, it shall specify the reasons for such disapproval with reasonable detail in its written response to Licensee. Amendments and modifications to the plans shall, likewise, be submitted to Licensor for review and approval prior to the commencement of the construction of the improvements described by the amended or modified plans. Licensor shall issue in written approval or disapproval within 45 days of the receipt of the Plan amendments or modifications from Licensee. Provided that Licensee has not then committed an event of default pursuant to Section 19 hereof, it shall be authorized to proceed with the construction of Metro Rail improvements upon the receipt of Licensor's written approval of the applicable Plans. Should Licensor fail to approve or disapprove plans submitted by Licensee within 45 days of receipt thereof, approval shall be deemed.

Licensor's approval shall not be required for the plans describing the temporary water treatment plant and the improvements to be constructed within the tunnel and station box structures, (defined as that space extending from the interiors of the tunnel and station box to the exterior surfaces of the walls, floors and roofs of the tunnel and station box enclosures).

Notwithstanding Licensor's approval of Licensee's Plans or amended and modified plans, Licensor shall not assume any liability for the correctness, adequacy, accuracy or sufficiency thereof. Licensee hereby agrees to indemnify, defend and hold harmless Licensor, its agents, affiliates, officers, shareholders, contractors, representatives, lessees and licensees from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, property damage or contractual liability arising from or connected with the use of the Plans.

4. PORTAL AREA IMPROVEMENTS

Licensee's Design and Construction of the Portal Area Improvements.

Licensee shall prepare, or cause to be prepared, a Final Concept Design of the East and West Portal Area Improvements (as depicted in Exhibit "B" and "C"), which shall be submitted to Licensor for approval. Licensor shall act upon Licensee's submittal within thirty (30) days. Failure or refusal of Licensor to act within the time limit shall be deemed to be an approval of the Final Concept Design.

After Licensor's approval of the Final Concept Design, Licensee shall proceed with Final Design, which shall include complete plans and specifications, and shall submit the designs in progress to Licensor at least monthly. No approval of the designs in progress is required of Licensor, except that Licensor may comment upon any aspect of the design which varies from the final concept design, does not comply with the Metro Rail Criteria, the Design Criteria or applicable laws, ordinances, regulations and guidelines of public authorities.

Licensee's Final Design shall be subject to the approval of Licensor, which approval shall not be unreasonably withheld. The Final Design shall be submitted to Licensor, and Licensor shall act upon Licensee's submittal within sixty (60) days. Failure or refusal of Licensor to act within the time limit shall be deemed an approval of the Final Portal Area Improvement Design.

Licensee shall proceed with and complete construction of the East and West Portal Area Improvements upon Licensor's approval of the final design.

5. NOTICE OF USE. Except for parcels A1-025 and A1-026, the occupancy of which will commence upon the later of (1) the date of execution hereof, or (2) the date of execution of an agreement between the National Railroad Passenger Corporation (Amtrak), Licensor and Licensee, as specified in Section 9 hereof, and A1-047-1, A1-047-5 and A1-047-6, the occupancy and use of which shall commence on the later of (1) the date of execution hereof, (2) the date Amtrak vacates said parcels, or (3) the date of execution of the above referenced agreement between Amtrak, Licensor and Licensee. Licensee agrees to provide Licensor with not less than sixty (60) days prior written notice of its intent to use and occupy any parcel or portion thereof, and not less than sixty (60) days prior written notice of its intent to terminate the use of said parcels.

6. TERM. This License shall be in effect for a period of eighty-four (84) months from the date first hereinabove written or upon completion of the Metro Rail improvements on the LAUPT site, whichever first occurs.

7. INDEMNIFICATION. Licensee hereby agrees to indemnify, defend and hold harmless Licensor, its agents, affiliates, officers, shareholders, employees, lessees and licensees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Licensee's use or occupancy of the Premises.

7. RELOCATION AND CONSTRUCTION OF SUPERINTENDENT'S OFFICE AND CONFERENCE FACILITY. The construction of Metro Rail will involve the demolition and removal of the building structure which contains the LAUPT Superintendent's Office and the LAUPT conference facility. Pursuant to the terms of a separate agreement, the parties have agreed to the construction of a replacement office suite for the Superintendent on other portions of LAUPT property. The rights and benefits herein granted to Licensee are contingent on the full and faithful performance of Licensee under said agreement.

8. INSURANCE. Licensee shall maintain policies of insurance to provide the coverages specified below using underwriters reasonably acceptable to Licensor. Such policies of insurance shall provide that insurer must provide Licensor with not less than thirty (30) days prior written notice of the cancellation or termination of any policy. Licensee shall provide Licensor with duplicate originals of all insurance policies and original certificates of coverage naming Licensor as an additional insured. Such policies and certificates shall be subject to the reasonable approval of Licensor. Licensee shall submit all policies, endorsements and certificates to Licensor not less than sixty (60) days prior to the commencement of any work of construction or the entry of Licensee, its agents, contractors or representatives on LAUPT for preconstruction activities.

(1) Minimum Insurance Requirements:

- A. COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability shall be provided in an amount of not less than Fifty Million Dollars (\$50,000,000) combined single limit.

1. Coverage shall be a combination of "occurrence" basis and "claims made" basis.
2. Liability insurance policy (policies) shall not contain the "X, C, and U" (explosion, collapse and underground) exclusions.
3. Policy (policies) shall contain a "cross liability" endorsement, which shall provide that the coverage applies separately to each insured against whom claim is made or suit is brought except with respect to the limit of the insurer's liability.
4. Policy (policies) shall include contractual liability coverage for liability assumed by Licensee under this License Agreement or other Agreements with Licensor.
5. Policy (policies) shall contain broad form property damage endorsement.
6. Policy (policies) shall provide completed operations coverage.
7. Licensor shall be named as additional insured under liability policy (policies).
8. Policy (policies) shall not contain exclusions limiting coverage for operations proximate to railroad property.

B. WORKERS' COMPENSATION. Licensee shall provide evidence that all employees or workers, whether of Licensee or contractors to Licensee, are covered by Worker's Compensation Insurance with an employers liability coverage with a limit of at least One Million Dollars (\$1,000,000), and which shall satisfy the minimum requirements of the California Workers' Compensation Act.

C. BUILDER'S RISK. Licensee shall provide "all risk" (including earthquake and flood) builder's risk coverage in an amount of not less than Twenty Million Dollars (\$20,000,000) per occurrence for earthquake and flood and Fifty Million Dollars (\$50,000,000) per occurrence for all other perils.

D. RAILROAD PROTECTIVE LIABILITY POLICY. Licensee shall provide "green form" coverage of Two Million Dollars (\$2,000,000) per occurrence, Six Million Dollars (\$6,000,000) aggregate and Forty Eight Million Dollars (\$48,000,000) excess claims made coverage. Such policy shall be issued in favor of the Licensor and the National Railroad Passenger Corporation.

E. AUTOMOBILE INSURANCE. Licensee shall provide automobile insurance coverage in an amount of not less than One Million Dollars (\$1,000,000).

Insurance coverages provided by Licensee shall be deemed primary with respect to other insurance coverage under policies carried by Licensor, its Lessees or affiliates.

9. HAZARDOUS SUBSTANCES

A. "Hazardous substance" means any substance deemed to be a hazardous or extremely hazardous substance, waste, or material, or a toxic substance, or a pollutant, under any Federal, state, or local law, regulation, ordinance, or rule, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. sec. 6901 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. sec. 9601 et seq.); and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health & Safety Code, sec. 25300 et seq.).

B. Should Licensee discover or become aware of the presence of hazardous substances on the Premises, it shall do the following, at its sole cost:

(1) Notify Licensor within 24 hours after the hazardous substances are discovered. The notice shall describe the nature and quantity of hazardous substances discovered, and assess the immediate risks posed to the public, the employees of Licensee, its contractors, Licensor and the environment.

(2) Promptly notify all government agencies that are entitled to notice by law. The notice shall comply with applicable laws, regulations, ordinances, and rules.

(3) Promptly do whatever is prudent, and whatever is required by applicable laws, regulations, ordinances, and rules, to protect the public, the employees of Licensee and Licensor, and the environment from risks posed by the hazardous substances. Licensee shall inform Licensor of Licensee's plans for and efforts toward accomplishing this, as required by Licensor.

(4) Perform any investigation, study, response, removal, or remediation required by any Federal, state, or local authority with jurisdiction over Licensee or the property subject to this agreement. Licensee shall do this in compliance with applicable laws, regulations, ordinances, and rules, and shall inform Licensor of Licensee's plans for and efforts toward accomplishing such response, removal, or remediation, as required by Licensor. Licensee agrees that it will be the generator of any hazardous substances removed from the property as part of any response, removal or remediation.

10. AMTRAK LEASE. Licensee acknowledges that Licensor has an obligation to the National Railroad Passenger Corporation (AMTRAK) pursuant to a lease for a substantial portion of the LAUPT property and in connection therewith Licensee, at its expense, shall ensure that Licensor be able to meet its obligations under said lease. Licensee shall assure at all times that:

A. Amtrak shall have the ability to operate an intercity passenger rail system on the Premises demised under the lease on a basis acceptable to Amtrak, specifically including the ability to operate its passenger trains according to schedule.

5. There shall be made available to Amtrak reasonably accessible surface area for a minimum of eight hundred and fifty (850) automobile parking spaces, of which six hundred and fifty (650) shall be allocated to passengers and two hundred (200) to crew members and employees.
- C. Amtrak shall have use of sufficient portions of the LAUPT Depot building and other structures for passenger ingress, egress, boarding, ticketing, baggage handling and processing and office-administrative use as provided in said Lease.
- D. Amtrak shall have pedestrian and vehicular access to the track apron areas sufficient for its reasonable needs for purposes of passenger boarding, train maintenance, repair, baggage and mail loading and unloading and emergency services.

Further, Licensee shall not enter upon the Premises or commence construction without first having entered into a separate written agreement with Amtrak and Licensor which shall set forth in detail the manner in which Amtrak operations are to be accommodated both during construction and after completion of Metro Rail. Said agreement shall specify and describe temporary improvements and facilities to be utilized by Amtrak during Metro Rail construction and permanent facilities and improvements to be constructed by Licensee for use by Amtrak upon completion of construction. In addition, the agreement shall obligate Licensee to provide safe and feasible passenger and employee access to the train yard, feasible and safe baggage and package handling and "on schedule" train movement to and from LAUPT.

Licensee acknowledges that pursuant to Title 46 of the United States Government Code Section 566, the permission of the Secretary of the United States Department of Transportation is required prior to the modification of any of Railroad facilities used by Amtrak which could potentially or conceivably result in a "downgrading" as such is defined in said code section. Licensee agrees to defend and hold Licensor harmless against any claim or action made or brought against Licensor asserting a violation of the above referenced code section resulting from Licensee's interference with Amtrak's operation on the LAUPT property. Licensee shall hold Licensor harmless against any inadvertent breach of the Amtrak lease caused by Licensee.

11. LEASE RENT REDUCTIONS AND ABATEMENTS. Should any tenant (including Amtrak) or sub-tenant of Licensor be entitled to abate or reduce rent owed Licensor due to business interruptions caused by acts or actions of Licensee, its employees, contractors or agents, Licensee shall reimburse Licensor the amount(s) by which such rents are reduced or abated within sixty (60) days of the receipt of a written statement from Licensor of the amounts of said reductions or abatements. Licensee shall have the right to participate with Licensor in the settlement of any such claim for rent reduction or abatement by any LAUPT tenant or sub-tenant.

12. OPERATING RAIL PROPERTY. Licensee shall cooperate with Licensor and Amtrak where work is over or under the tracks, or within the limits of Licensor operating property in order to expedite the work and avoid interference with the operation of railway equipment.

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

Licensee shall take protective measures necessary to keep railroad facilities, including track ballast, free of sand or debris resulting from its construction operations. Any damage to railroad facilities resulting from Licensee's operations shall be promptly repaired or replaced by Licensee.

Licensee shall not pile or store any materials, park or use equipment closer to the center of the nearest railway track, or overhead lines, than permitted by the following clearances:

- 10'-0" Horizontally from center line of track.
- 22'-6" Vertically above top of rail.
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts.
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts.
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts.
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts.

Any proposed infringement on the above clearances or walkways due to Licensee's operations shall be submitted to Licensor, its engineer, and Amtrak and shall not be undertaken until approved by Licensor and Amtrak, and until the engineer has obtained any necessary authorization from the California Public Utilities Commission or the United States Interstate Commerce Commission, if applicable, for the infringement.

The detail of construction affecting the railway tracks and property not included in the current Metro Rail construction plans shall be submitted to Licensor and Amtrak for approval before such work is undertaken. Licensor and/or Amtrak shall have the option of modifying the design or specifying an alternate design of the railway tracks and appurtenances to be reconstructed provided, however, that Licensee shall be responsible only for the cost of the replacement and reconstruction of the improvements removed during Metro Rail construction.

Licensee shall be responsible for payment of all costs incurred for any damages to railroad roadbed, track and/or appurtenances thereto, resulting from use, occupancy, presence of its employees or agents on or about the Premises.

13. LICENSOR'S REPRESENTATIVE. At all times during Licensee's construction activities Licensor shall have a representative on the LAUPT site to:

- a. Determine that Licensee is in compliance with the applicable terms, and provisions and agreements hereof.
- b. Verify that the Metro Rail improvements are constructed in accordance with the plans and specifications approved by Licensor.
- c. Verify that Licensee is complying with Section 14 hereof.
- d. Serve as the interface between Licensor and Licensee, its contractors, sub-contractors and agents with respect to construction matters.
- e. Assist in devising solutions to construction problems, problems created by the infeasibility of improvement design or specified construction procedures.

Notwithstanding the participation of Licensor's representative with Licensee in the resolution of construction problems and controversies or the approval of Licensee's recommendations or actions, Licensor shall not assume any liability resulting from the implementation of said agreements, resolutions or approvals.

Licensee shall reimburse Licensor for the cost of the representative which cost shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000) per annum. Prior to the commencement of construction, Licensor shall notify Licensee of its selection of individuals or firms to serve as its representative. Licensee shall have the right to approve Licensor's selection provided that such approval shall not be unreasonably withheld.

14. RESTORATION OF PREMISES. The construction of Metro Rail project will involve the demolition of existing improvements and the installation of temporary facilities on the Premises. Except as provided in Section 4 hereof upon the completion of the Metro Rail improvements or upon the abandonment of the project, Licensee hereby agrees to remove the temporary facilities and: (a) reconstruct the improvements to their condition prior to the demolition (the "Base Restoration"), including the removal of all temporary structures, facilities and improvements (the "Base Restoration") or, (b) construct substitute improvements of a design, location and configuration specified by Licensor, the cost of which will not exceed the cost of the base restoration, or (c) pay a sum of money to Licensor equal to the cost of the base restoration.

15. PERMITS, APPROVALS AND ENVIRONMENTAL RELEASES. Licensee represents and warrants that it will obtain all required permits, approvals and environmental releases from state, local or federal governmental entities as are required for the construction of the Metro Rail improvements.

16. LICENSE ONLY. It is expressly understood and agreed by and between the parties hereto that this agreement constitutes a license only, and shall not be construed as granting to Licensee any right of possession, estate, title or interest whatsoever in or to said Premises or any part thereof.

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

18. INTERIM AND PERMANENT TRAIN YARD TRACK PLAN AND INTERIM TRAIN OPERATING PLAN. Under separate written agreement with Licensor, Licensee has agreed to bear the cost of the preparing an interim and permanent train yard track plan engineering and design, and interim train operating plan (the "Design" and "Plan") engineered plan for the temporary reconfiguration of the railroad tracks during Metro Rail construction, for the permanent track configuration after completion of Metro Rail. As material consideration to Licensor for entering this agreement, Licensee agrees that it will not have access to the LAUPT trainyard parcels A1-047-2, A1-047-5, A1-047-6, A1-047-7, A1-047-8, A1-047-9 and A1-047-10) unless and until the Plans are completed in accordance with the separate agreement.

19. DEFAULT. It shall be an "event of default" should Licensee use or allow the Premises to be used for purposes not herein permitted, fail to pay the applicable rents hereinabove set forth when due or fail to comply with any other term, provision, agreement or requirement hereof. Should an event of default occur, Licensor shall provide written notice which shall specify the non-permitted uses of the Premises or other events of default by Licensee. Upon delivery of the notice specifying Licensee's event(s) of default, Licensee shall have thirty (30) days to cure the default. Should Licensee fail to cure the default within said thirty (30) day period, Licensor shall have the right to terminate this License and Agreement. The foregoing notwithstanding, should any default not be reasonably curable within thirty (30) days, Licensee shall not be deemed to be in default as long as it is consistently, diligently and in good faith attempting to effect a cure. Should any default result in a life threatening condition or defeat the ability of Amtrak to operate at LAUPT, Licensee shall employ extraordinary measures to cure the default. No termination, revocation or cancellation hereof shall release Licensee from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events occurring prior to the date of any such termination or cancellation.

20. "AS-BUILT" PLANS AND SPECIFICATIONS. Upon completion of the Metro Rail improvements at LAUPT, Licensee shall provide Licensor with plans and specifications describing said improvements "as-built".

21. NOTIFICATION BY LICENSEE. Licensee agrees to promptly notify Licensor of the occurrence of any event on the Premises, or other portions of the LAUPT property owned by Licensor caused by Licensee or its agents, contractors, representatives or employees that has resulted in injury or death to any person, damage to property and/or the creation of any hazardous condition. In

addition, Licensee shall provide Licensor with a description of the actions it has taken or will take to insure that no further injury or death will occur and/or for eliminating the hazardous condition(s).

22. NOTICES. All notices to be given hereunder shall be given in writing, by depositing same in the United States mail duly registered or certified, with postage prepaid, and addressed as follows:

If to Licensor:

Office of Vice President - Operations
Southern Pacific Transportation Company
One Market Plaza
San Francisco, California 94105

General Manager
The Atchison, Topeka and Santa Fe Railway Company
One Santa Fe Plaza
5200 East Sheila Street
Los Angeles, California 90040

Executive Vice President, Operations
Los Angeles and Salt Lake Railroad Company
Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179

LAUPT Superintendent
800 North Alameda Street
Los Angeles, California 90012

With a copy thereof to:

Santa Fe Pacific Realty Corporation
2 North Lake Avenue
Suite 550
Pasadena, California 91101
Attn: Mr. Ted L. Tanner

With a copy thereof to:

Upland Industries Corporation
Ordway Building, Suite 901
One Kaiser Plaza
Oakland, CA 94612
Attn: Ms. Katherine Griffin

With a copy thereof to:

Santa Fe Southern Pacific Law Department
5200 E. Sheila Street
Los Angeles, CA 90040
Attn: R. Curtis Ballantyne, Esq.

And if to Licensee:

Metro Rail Project Office
Southern California Rapid Transit District
425 S. Main Street
Los Angeles, CA 90013
Attn: Mr. Jeffrey J. Lyon

With a copy thereof to: Southern California Rapid Transit District
Legal Department
425 S. Main Street
Los Angeles, CA 90013
Attn: Suzanne B. Gifford, Esq.

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

23. ACCOMMODATION ONLY. The Right of Entry License is provided by Licensor as an accommodation to permit the construction of Metro Rail and for no other purpose. Nothing contained in this Agreement shall be admissible for any purpose, including the existence of this Agreement, the fact of occupancy or any of the terms hereof including rent paid or payable hereunder, in any action of eminent domain instituted by Licensee or by any other political subdivision for the benefit of Licensee.

24. ATTORNEY'S FEES. Should either party hereto institute legal action to enforce the terms and conditions of this License Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

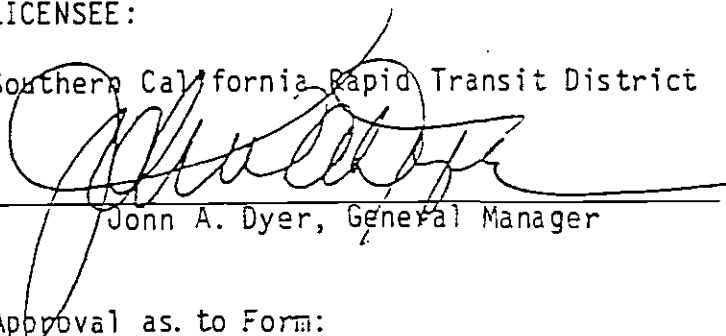
25. SEVERABILITY. In the event any provision of this License Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions hereof.

26. APPLICABLE LAW. This Agreement shall construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF this Agreement has been duly executed as of the day and your first above written.

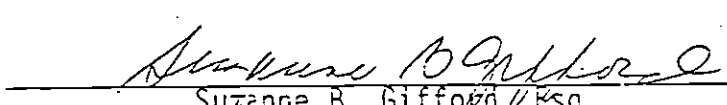
LICENSEE:

Southern California Rapid Transit District



John A. Dyer, General Manager

Approval as to Form:



Suzanne B. Gifford, Esq.
Acting General Counsel

LICENSOR:

Atchison Topeka and Santa Fe Railway Company

By: William F. Smith
President

Southern Pacific Transportation Company

By: L. E. Justice
Assistant Vice President-Contracts

Los Angeles Salt Lake Railway Company and its
Lessee, Union Pacific Railway Company

By: J. R. ...
President - LA + SL Ry Co
Executive Vice President - UPRR Co

588DOC(PAS)
Rev. 9/09/87

92 2355371

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Los Angeles County Transportation Commission
818 West Seventh Street, Suite 110
Los Angeles, California 90017
Attention: Mr. James D. Wiley

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

31 MIN. 10 A.M. DEC 15 1992
PAST.

FREE C

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT, ASSUMPTION AND INDEMNIFICATION AGREEMENT
REGARDING THE UNION STATION EASEMENT AGREEMENT

This instrument is exempt from
Recording Fees (Govt. Code
§27383) and from Documentary
Transfer Tax (Rev. & Tax Code
§11922)

THIS ASSIGNMENT, ASSUMPTION AND INDEMNIFICATION
AGREEMENT REGARDING THE UNION STATION EASEMENT AGREEMENT (this
"Agreement") dated as of December 10, 1992, is by and between THE
ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware
corporation ("Assignor") and LOS ANGELES COUNTY TRANSPORTATION
COMMISSION ("Assignee").

RECITALS

A. Assignor, as seller, and Assignee, Los Angeles-San
Diego Rail Corridor Agency, Orange County Transportation
Authority, Riverside County Transportation Commission, San
Bernardino Associated Governments, San Diego Metropolitan Transit
Development Board, North San Diego County Transit Development
Board and Southern California Regional Rail Authority, severally,
but not jointly as purchaser, have entered into the Purchase and
Sale Agreement, dated as of October 30, 1992 (the "Purchase
Agreement"). Unless otherwise defined herein, all capitalized
terms used herein shall have the meaning given to such terms in
the Purchase Agreement. Pursuant to the Purchase Agreement,
Assignor agreed (among other things) to sell to Assignee certain
property, as described therein, including, without limitation,
all of Assignor's right, title and interest in that certain Union
Station Easement Agreement between Assignor and Catellus
Development Corporation, a Delaware corporation, dated as of
November 30, 1990 and recorded January 9, 1991 as Instrument

No. 91-37076, Official Records of Los Angeles County, California
(the "Union Station Agreement").

B. Pursuant to the Purchase Agreement, Assignee agreed that it would assume, from and after the date of conveyance to Assignee of the Union Station Agreement, all of Assignor's duties and obligations under the Union Station Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions herein contained, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns, conveys, sells and transfers to Assignee, its successors and assigns, and Assignee hereby takes and accepts from Assignor, all of Assignor's and its subsidiaries' rights, title, estates and interests in, under and to the Union Station Agreement.

2. Assumption of Obligations and Liabilities and Indemnification by Assignee. Assignee hereby assumes all of the obligations and liabilities of Assignor under the Union Station Agreement accruing from and after the date hereof. Assignee unconditionally indemnifies and holds harmless Assignor, its representatives, successors and assigns, from and against any and all debts, claims or liabilities of any nature (including but not limited to reasonable attorneys' fees) arising from or related to the Union Station Agreement from and after the date hereof; provided, however, that this indemnity shall not cover any debts, claims or liabilities arising from Assignor's continued freight operations on the Owned Properties or from any agreements, rights or obligations expressly retained by Assignor.

3. Warranty, Representation and Indemnification by Assignor. Assignor hereby represents and warrants to Assignee that neither Assignor nor its subsidiaries previously has assigned any rights, title or interests in, under and to the Union Station Agreement. Assignor unconditionally indemnifies and holds harmless Assignee, its representatives, successors and assigns, from and against any and all debts, claims or liabilities of any nature (including but not limited to reasonable attorneys' fees) arising from or related to the Union Station Agreement prior to the date hereof; provided, however, that this indemnity shall not cover any debts, claims or liabilities for which Assignee is responsible under the terms of the Due Diligence Agreement, or claims related to Hazardous Materials.

4. Further Documents. Assignor hereby covenants that it will, at any time and from time to time, upon request therefor, execute and deliver to Assignee, its nominees,

successors and assigns, any new and confirmatory instruments reasonably requested by Assignee, its nominees, successors or assigns, and do and perform any other acts (but without unreasonable cost or liability to Assignor) which Assignee, its nominees, successor or assigns reasonably request in order to fully sell, assign, convey, transfer to, and vest in Assignee all or any portion of the Union Station Agreement intended to be sold, assigned, and transferred hereby, and to protect Assignee's right, title and interest in the Union Station Agreement.

5. Costs of Enforcement. In any action to enforce this Agreement and/or any of its terms, to collect damages as a result of a breach of its provisions, or to collect any indemnity provided for herein, the prevailing party also shall be entitled to collect all its costs in such action, including, without limitation, the costs of investigation, settlement, expert witnesses and reasonable attorneys' fees and costs, together with all additional costs incurred in enforcing or collecting any judgment rendered.

6. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

8. Governing Law. This Agreement shall be deemed to be an agreement made under the laws of the State of California and for all purposes shall be governed by and construed in accordance with such laws.

9. Amendments. No amendment, waiver, modification, termination or cancellation of this Agreement shall be effective unless in writing signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

ASSIGNOR:

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation

By: *Jeffrey R. Moreland*

Name: Jeffrey R. Moreland

Title: Vice President - Law

ASSIGNEE:

LOS ANGELES COUNTY TRANSPORTATION COMMISSION

By: *Michael H.*

Name: _____

Title: _____

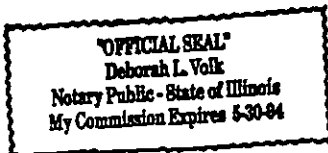
STATE OF Illinois)
COUNTY OF Cook) ss.

On December 10, 1992, before me Deborah L. Volk,
a Notary Public in and for said County and State, personally
appeared Jeffrey R. Moreland, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person,
or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Deborah L. Volk
Signature

(Seal)



LOS ANGELES COUNTY TRANSPORTATION COMMISSION

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in the real property conveyed by the Assignment, Assumption and Indemnification Agreement Regarding the Union Station Easement Agreement dated as of December 10, 1992, from The Atchison, Topeka and Santa Fe Railway Company, a Delaware corporation, to LOS ANGELES COUNTY TRANSPORTATION COMMISSION ("LACTC"), a county transportation commission existing under the authority of Section 130050 et seq. of the California Public Utilities Code, is hereby accepted by the undersigned officer of LACTC on behalf of LACTC pursuant to authority conferred by resolution of the Board of Commissioners of LACTC adopted on September 30, 1992, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: December 14, 1992

LOS ANGELES COUNTY
TRANSPORTATION COMMISSION

By:  _____

Name: Neil Peterson

Title: Executive Director

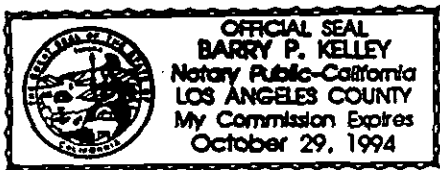
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On December 14, 1992, before me, Barry P. Kelley, a Notary Public in and for said County and State, personally appeared Neil Peterson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ *Barry P. Kelley* .

(Seal)



91- 37076

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

HILL, FARRER & BURRILL
Thirty-Fifth Floor-Union Bank Square
445 South Figueroa Street
Los Angeles, California 90071
Attn: Benjamin B. Salvaty

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. 12 P.M. JAN 9 1991
PAST

UNION STATION EASEMENT AGREEMENT

FEE \$ 4.00

BETWEEN

CATELLUS DEVELOPMENT CORPORATION

AND

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

91- 37076

Covering certain real property situated in:

City of Los Angeles
County of Los Angeles
State of California
Benjamin B. Salvaty

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. 12 P.M. JAN 9 1991
PAST

UNION STATION EASEMENT AGREEMENT

FEE \$ 4.00

Dated December 21, 1990.

AND

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

City of Los Angeles
County of Los Angeles
State of California

SANTA FE ORIGINAL

UNION STATION EASEMENT AGREEMENT

2

This easement Agreement is made effective as of the 30th day of November, 1990, between Catellus Development Corporation ("Catellus"), a Delaware corporation, as grantor, and The Atchison, Topeka and Santa Fe Railway Company ("Santa Fe"), a Delaware corporation, as grantee.

WHEREAS, Catellus is the owner of certain real property located in the City of Los Angeles, County of Los Angeles, State of California, which property is commonly known as Los Angeles Union Passenger Terminal or Los Angeles Union Station ("Union Station"); and

WHEREAS, Catellus, in December, 1989, acquired Santa Fe's interest in Union Station, in return for a commitment by Catellus to grant to Santa Fe a permanent, assignable easement, subject to terms as set forth in this Agreement, over all existing tracks at Union Station, for purposes of providing passenger rail service (other than inter-city passenger rail service currently performed by National Rail Passenger Corporation ("Amtrak")), commuter rail service, and/or rail transit rail service;

NOW, THEREFORE, for valuable consideration as referenced in the foregoing clauses, receipt of which is hereby acknowledged by Catellus, and in consideration of the mutual covenants as set forth in this Agreement, Catellus and Santa Fe hereby agree as follows:

1. Physical Boundaries of the Easement. (a) Santa Fe shall have the easement rights described in Paragraph 2 of this Agreement, upon, over, across and along the real property at Union Station which is located between a line 8.5 feet east of the center line of the most easterly of 16 tracks at Union Station, and 8.5 feet west of the centerline of the most westerly of the 16 tracks, and including all 8 platforms, as existing and to be constructed, and other yard trackage, all as identified as the shaded area on the map of Union Station attached as Exhibit A and made a part of this Agreement ("Easement Area"). All existing tracks located on Easement Area real property, property replacement tracks or tracks that have been removed as part of the subway construction occurring on Union Station property, and any other tracks or track extensions constructed to reach the 16 track yard track configuration as set forth in Exhibit A, together with the eight platforms, platform canopies, if any, and signal systems, whether existing or to be constructed, that are within the Easement Area, shall be referred to collectively hereinafter as Easement Tracks.

(b) Catellus and Santa Fe acknowledge and agree that the existing Easement Area, as described in Exhibit A, is the current configuration of the physical boundaries of the Easement Area. Upon completion of reconstruction and renovation of the Easement Tracks, the Easement Tracks and the Easement Area shall be referred to as the Easement Area.

NOW, THEREFORE, for valuable consideration as referenced in the foregoing clauses, receipt of which is hereby acknowledged by Catellus, and in consideration of the mutual covenants as set forth in this Agreement, Catellus and Santa Fe hereby agree as follows:

(a) Santa Fe shall have the easement rights described in Paragraph 2 of this Agreement, upon, over, across and along the real property at Union Station which is located between a line 8.5 feet east of the center line of the most easterly of 16 tracks at Union Station, and 8.5 feet west of the centerline of the most westerly of the 16 tracks, and including all 8 platforms, as existing and to be constructed, and other yard trackage, all as identified as the shaded area on the map of Union Station attached as Exhibit A and made a part of this Agreement ("Easement Area"). All existing tracks located on Easement Area real property, property replacement tracks or tracks that have been removed as part of the subway construction occurring on Union Station property, and any other tracks or track extensions constructed to reach the 16 track configuration as set forth in Exhibit A, together with the eight platforms, platform canopies, if any, and signal systems, whether existing or to be constructed, that are within the Easement Area, shall be referred to collectively hereinafter as Easement Tracks.

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reduced as set forth in Exhibit A. The parties further acknowledge and agree that Santa Fe or its assignee shall perform such reconstruction or renovation (i) within the earlier of four years from the execution date of this agreement, or two years from the commencement of Rail Service, whichever is earlier; (ii) in a manner that does not compromise the efficiency of commuter rail service, and (iii) at the sole cost and expense of Santa Fe or its assignee(s), and at no cost to Catellus. Following such reconstruction or renovation, the parties shall execute, deliver, and record any document reasonably necessary to confirm the truncation of the Easement Tracks and Easement Area.

2. Easement Rights. Santa Fe, its successor(s) and/or one or more assignees, shall have a permanent right on the surface area, below the surface as necessary to construct and maintain the Easement Tracks, and above the surface up to a limit 26 feet above the top of the currently existing rail, to use, construct and maintain any and all Easement Tracks, free of any use charge or other rental compensation, for purposes of providing passenger rail service (other than inter-city passenger rail service currently performed by Amtrak), commuter rail service, and/or rail transit service at Union Station in connection with any passenger rail service (other than inter-city passenger rail service currently performed by Amtrak), commuter rail service, and/or rail transit service provided over all or a portion of (1) Santa Fe's Pasadena Subdivision rail line; (2) Santa Fe's San Bernardino Subdivision rail line; or (3) Santa Fe's San Bernardino and San Diego Subdivisions rail lines. (These three rail lines shall be referred to collectively in this Agreement as "Rail Lines" and individually as "Rail Line.") These purposes shall be referred to collectively in this Agreement as "Rail Service." Santa Fe's easement rights are exclusive with respect to Rail Service provided in connection with passenger rail service (other than inter-city passenger rail service currently performed by Amtrak), commuter rail service, and/or rail transit service provided over all or a portion of one or more of Santa Fe's Rail Lines. Catellus, however, shall have all rights to grant easements or leases at Union Station for the Easement Tracks with respect to any passenger rail service performed at Union Station in connection with passenger rail service that does not involve operations over one or more of Santa Fe's Rail Lines, or with Amtrak or its successors.

3. Limitations on Santa Fe's Operations. Santa Fe's operation of Rail Service at Union Station shall not materially adversely impact Catellus' development of Union Station, including air rights over the Easement Area above a height of 26 feet above the top of the currently existing rail (subject to Catellus' permitting electrical cables to be hung from the bottom of any building built in the air rights, such cables to be used for the purpose of electrified rail operations). It is the intention of Catellus to develop Union Station on the basis of Union Station becoming an important transportation center for Los Angeles. In light of this intent, it is the further intent of

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*as well as a mixed use commercial, office and retail center.

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Santa Fe's easement rights are exclusive with respect to Rail Service provided in connection with passenger rail service (other than inter-city passenger rail service currently performed by Amtrak), commuter rail service, and/or rail transit service provided over all or a portion of one or more of Santa Fe's Rail Lines. Catellus, however, shall have all rights to grant easements or leases at Union Station for the Easement Tracks with respect to any passenger rail service performed at Union Station in connection with passenger rail service that does not involve operations over one or more of Santa Fe's Rail Lines, or with Amtrak or its successors.

Limitations on Santa Fe's Operations: Santa Fe's operation of Rail Service at Union Station shall not materially adversely impact Catellus' development of Union Station, including air rights over the Easement Area above a height of 26 feet above the top of the currently existing rail (subject to Catellus' permitting electrical cables to be hung from the bottom of any building built in the air rights, such cables to be used for the purpose of electrified rail operations). It is the intention of Catellus to develop Union Station on the basis of Union Station becoming an important transportation center for Los Angeles. In light of this intent, it is the further intent of

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the parties to allow Catellus uninhibited rights to develop Union Station, so long as that development does not materially adversely impact Santa Fe's continuing rights to operate Rail Service at Union Station. In this regard, Catellus may construct permanent columns and building supports within the Easement Area, so long as this construction does not materially interfere with Santa Fe's operation of Rail Service. Catellus' development plans may include future building construction on a structural deck above the Easement Area requiring the installation of pillars, footings, foundations and other structures within and under the Easement Area. Santa Fe's operation of Rail Service at Union Station shall be on a basis that affords Santa Fe and Amtrak equal treatment in determination of train movements within, in, and out of Union Station, and otherwise shall be on a basis that does not favor either Santa Fe, Amtrak, or any other train operations. Commencing on the date that Santa Fe Rail Service begins, capital improvements to, and maintenance of, yard facilities also shall be on a basis that does not favor either Santa Fe, Amtrak, or any other train operations. Commencing on the date that Santa Fe Rail Service begins, Santa Fe shall pay a fair share of the operating expenses in the Easement Area, subject to a right to audit records of those expenses. Santa Fe shall have the right to make any capital improvements, or undertake any maintenance, that in Santa Fe's reasonable judgment is necessary to support Santa Fe's Rail Service. Commencing on the date that Santa Fe Rail Service begins, Santa Fe shall be responsible for the cost of any future capital improvements on, or maintenance of, any Easement Tracks, to the extent the capital improvements or maintenance benefit Santa Fe Rail Service. Santa Fe acknowledges that Santa Fe's use of the Easement Area will be shared by one or more passenger rail service operators, and that Santa Fe's use of the Easement Area may be subject to a joint operating agreement entered into by all such operators and Catellus, providing for the fair and equitable treatment of all passenger rail operators using the Easement Area. Catellus shall be entitled to relocate, shorten or modify, at Catellus' sole cost and expense, any Easement Tracks or other rail facilities within the Easement Area, as they exist now or in the future, as may be necessary to accommodate Catellus' development of Union Station, provided that any such relocation, shortening or modification does not materially adversely impact existing or reasonably anticipated future operation of Rail Service in the Easement Area. Santa Fe covenants to cooperate with Catellus in relocating, shortening or modifying any Easement Tracks or other rail facilities within the Easement Area. The judgment of Santa Fe as to whether any proposed relocation, shortening or modification of Easement Tracks or other rail facilities within the Easement Area would materially adversely impact existing or reasonably anticipated future operation of Rail Service in the Easement Area shall be made in the reasonable discretion of Santa Fe, or its successor(s) or one or more assignees.

4. Assignability of this Easement. Rights under this Agreement shall be appurtenant to the Rail Lines. Said rights

shall be exercisable by Santa Fe in Santa Fe's reasonable judgment, and Santa Fe shall be responsible for the cost of any future relocation, shortening or modification of any Easement Tracks, to the extent the capital improvements or maintenance benefit Santa Fe Rail Service. Santa Fe acknowledges that Santa Fe's use of the Easement Area will be shared by one or more passenger rail service operators, and that Santa Fe's use of the Easement Area may be subject to a joint operating agreement entered into by all such operators and Catellus, providing for the fair and equitable treatment of all passenger rail operators using the Easement Area. Catellus shall be entitled to relocate, shorten or modify, at Catellus' sole cost and expense, any Easement Tracks or other rail facilities within the Easement Area, as they exist now or in the future, as may be necessary to accommodate Catellus' development of Union Station, provided that any such relocation, shortening or modification does not materially adversely impact existing or reasonably anticipated future operation of Rail Service in the Easement Area. Santa Fe covenants to cooperate with Catellus in relocating, shortening or modifying any Easement Tracks or other rail facilities within the Easement Area. The judgment of Santa Fe as to whether any proposed relocation, shortening or modification of Easement Tracks or other rail facilities within the Easement Area would materially adversely impact existing or reasonably anticipated future operation of Rail Service in the Easement Area shall be made in the reasonable discretion of Santa Fe, or its successor(s) or one or more assignees.

is necessary to support Santa Fe's Rail Service, and Santa Fe shall be responsible for the cost of any future relocation, shortening or modification of any Easement Tracks, to the extent the capital improvements or maintenance benefit Santa Fe Rail Service.

acknowledges that Santa Fe's use of the Easement Area will be shared by one or more passenger rail service operators, and that Santa Fe's use of the Easement Area may be subject to a joint operating agreement entered into by all such operators and Catellus, providing for the fair and equitable treatment of all passenger rail operators using the Easement Area. Catellus shall be entitled to relocate, shorten or modify, at Catellus' sole cost and expense, any Easement Tracks or other rail facilities within the Easement Area, as they exist now or in the future, as may be necessary to accommodate Catellus' development of Union Station, provided that any such relocation, shortening or modification does not materially adversely impact existing or reasonably anticipated future operation of Rail Service in the Easement Area. Santa Fe covenants to cooperate with Catellus in relocating, shortening or modifying any Easement Tracks or other rail facilities within the Easement Area. The judgment of Santa Fe as to whether any proposed relocation, shortening or modification of Easement Tracks or other rail facilities within the Easement Area would materially adversely impact existing or reasonably anticipated future operation of Rail Service in the Easement Area shall be made in the reasonable discretion of Santa Fe, or its successor(s) or one or more assignees.

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shall be fully assignable provided no more than one assignment may be made per Rail Line or per specific portion of a Rail Line. Once Santa Fe, or its successor(s) or assignee(s), assigns its Agreement rights appurtenant to a Rail Line or specific portion of a Rail Line, its rights and obligations in this Agreement shall cease as it pertains to the assigned Rail Line. A partial assignment of rights under this agreement related to a Rail Line or specific portion of a Rail Line is not permitted and shall be deemed void. Any assignment shall be subject to the terms and conditions of this Agreement. Prior to any assignment, Santa Fe shall notify Catellus of the assignment and of the name and address of a representative of the assignee. Notwithstanding this requirement of notice, Catellus retains no right of approval of any assignment of the easement conveyed by this Agreement. Santa Fe acknowledges that Santa Fe, its assignee(s) and their respective passengers, customers, and invitees, shall not have any rights under this Agreement to use, enter upon, or pass over any portion of Union Station outside the Easement Area without the written agreement of Catellus providing for the compensation, terms and conditions of such use, entry or passage.

5. Relations with Amtrak. Any future amendment or modification of the National Rail Passenger Corporation Agreement, dated April 16, 1971, between Amtrak and Santa Fe (the agreement being referred to herein as "the NRPC Agreement"), insofar as it pertains to or affects Union Station, shall be subject to the prior written consent of Catellus, which consent shall not be unreasonably withheld, and which consent cannot be denied except as consistent with federal laws. In addition, Catellus shall be entitled (but shall not be obligated) to participate in the negotiation of any amendment or modification to the NRPC Agreement that pertains to or affects Union Station.

6. Maintenance.
 (a) Commencing on the date that Santa Fe Rail Service begins, Santa Fe shall maintain, repair and replace the Easement Tracks so as to keep the Easement Tracks at all times in a safe, sound, good and functional condition.

(b) Catellus shall pay, prior to any penalty being incurred, all real estate taxes, assessments and personal property taxes, and any taxes imposed on the Easement Area, or on any improvements or equipment located on the Easement Area, subject to reimbursement by Santa Fe or its assignee(s), except that Santa Fe or its assignee(s) shall pay no property taxes assessed or apportioned to any building built in the air rights over the Easement Area. Catellus shall assure that all building and improvements located on the Easement Area comply with all applicable requirements of law and governmental regulations, provided however, that Catellus may contest any such law or regulation so long as that contest would not create any material danger of a loss of title to, or impairment in any way of the use of, all or a portion of the Easement Area for Rail Service.

Modification of the National Rail Passenger Corporation Agreement, dated April 16, 1971, between Amtrak and Santa Fe (the agreement being referred to herein as "the NRPC Agreement"), insofar as it pertains to or affects Union Station, shall be subject to the prior written consent of Catellus, which consent shall not be unreasonably withheld, and which consent cannot be denied except as consistent with federal laws. In addition, Catellus shall be entitled (but shall not be obligated) to participate in the negotiation of any amendment or modification to the NRPC Agreement that pertains to or affects Union Station.

(a) Commencing on the date that Santa Fe Rail Service begins, Santa Fe shall maintain, repair and replace the Easement Tracks so as to keep the Easement Tracks at all times in a safe, sound, good and functional condition.

Catellus shall pay, prior to any penalty being incurred, all real estate taxes, assessments and personal property taxes, and any taxes imposed on the Easement Area, or on any improvements or equipment located on the Easement Area, subject to reimbursement by Santa Fe or its assignee(s), except that Santa Fe or its assignee(s) shall pay no property taxes assessed or apportioned to any building built in the air rights over the Easement Area. Catellus shall assure that all building and improvements located on the Easement Area comply with all applicable requirements of law and governmental regulations, provided however, that Catellus may contest any such law or regulation so long as that contest would not create any material danger of a loss of title to, or impairment in any way of the use of, all or a portion of the Easement Area for Rail Service.

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7. Expenses in Easement Area. Santa Fe acknowledges that it or its assignee(s) shall pay, commencing the date on which Rail Service in connection with any assigned easement rights under this Agreement begins, an equitable portion of all expenses, other than real estate taxes, that are incurred by Catellus in connection with the Easement Area, including, but not limited to, insurance, utility and maintenance expenses. Santa Fe agrees that commencing at the earlier of (a) January 1, 1992, or (b) the date on which Rail Service in connection with any assigned easement rights under this agreement begins, Santa Fe shall pay 50 percent of any real estate taxes assessed upon the Easement Area, excluding any assessment upon, or resulting from, any building built in the air rights over the Easement Area, or any taxes apportioned to such building. Catellus shall deliver to Santa Fe or its assignee(s), on a regular, periodic basis, written invoices for Santa Fe's or its assignee(s) equitable share of such expenses. Such invoices shall include reasonably detailed information concerning such expenses and their allocation to Santa Fe or its assignee(s). Santa Fe or its assignee(s) shall pay such invoices in cash within 30 days of their receipt. The parties acknowledge that a specific formula for allocation of Easement Area expenses may be, but need not be, subsequently set forth in a joint operating agreement among Catellus and all passenger rail operators using the Easement Area.

8. Liability Indemnification.

(a) Santa Fe, for its assignee(s), shall indemnify, defend and hold Catellus harmless from and against all losses, claims, demands, suits, judgments, liabilities, damages, costs and expenses, including without limitation attorneys' and experts' fees and expenses and court costs (collectively, "Liabilities"), which arise directly or indirectly out of the operation of Rail Service in the exercise of rights granted under this Agreement, unless such Liabilities are caused solely by the negligence or intentional actions of Catellus.

(b) Catellus shall indemnify, defend and hold Santa Fe harmless from and against all Liabilities which arise wholly or in part as a result of or in connection with any act or omission of Catellus (other than entering into this Agreement) or of any of Catellus' tenants, agents, contractors, employees or sub-licensees, unless such liabilities are caused solely by the negligence or intentional actions of Santa Fe. Notwithstanding any other provisions in this Agreement, the provisions in this Paragraph 8(b) are not assignable by Santa Fe and apply only in favor of The Atchison, Topeka and Santa Fe Railway Company.

9. Insurance.

(a) Santa Fe, for its assignee(s), shall, at its expense, obtain insurance in a form satisfactory to Catellus in the exercise of its reasonable judgment, which insurance (i) shall be effective the first day of operation of Rail Service under this Agreement; (ii) shall relate to the operations to be performed by Santa Fe or its assignee(s) in the exercise of its rights under this Agreement; and (iii) shall pay such invoices in cash within 30 days of their receipt.

The parties acknowledge that a specific formula for allocation of Easement Area expenses may be, but need not be, subsequently set forth in a joint operating agreement among Catellus and all passenger rail operators using the Easement Area.

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8. Liability Indemnification.
 (a) Santa Fe, for its assignee(s), shall indemnify, defend and hold Catellus harmless from and against all losses, claims, demands, suits, judgments, liabilities, damages, costs and expenses, including without limitation attorneys' and experts' fees and expenses and court costs (collectively, "Liabilities"), which arise directly or indirectly out of the operation of Rail Service in the exercise of rights granted under this Agreement, unless such Liabilities are caused solely by the negligence or intentional actions of Catellus.
 (b) Catellus shall indemnify, defend and hold Santa Fe harmless from and against all Liabilities which arise wholly or in part as a result of or in connection with any act or omission of Catellus (other than entering into this Agreement) or of any of Catellus' tenants, agents, contractors, employees or sub-licensees, unless such liabilities are caused solely by the negligence or intentional actions of Santa Fe. Notwithstanding any other provisions in this Agreement, the provisions in this Paragraph 8(b) are not assignable by Santa Fe and apply only in favor of The Atchison, Topeka and Santa Fe Railway Company.

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using rights conveyed by this Agreement; and (iii) shall include the following elements:

- (1) Comprehensive general liability insurance or commercial general liability insurance, with limits of \$2,000,000 or more combined single limit, which provides for the following:
 - (a) Such insurance shall be primary, without right of contribution from other insurance that may be in effect;
 - (b) Such insurance shall not be invalidated by the acts or omissions of other insured parties;
 - (c) Such insurance shall not be modifiable or cancelable without 30 days' prior written notice to Catellus (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least ten days' notice has been given to Catellus) (This provision is hereinafter referred to as "Notice of Modification or Cancellation.");
 - (d) Catellus shall be named as an additional insured party;
 - (e) Contractual liability with deletion of any exclusions related to railroad operations, explosion, collapse or underground hazard;
 - (f) Premises, products/completed operations and personal injury endorsements; and
 - (g) Such insurance shall include a severability of interest clause.

- (2) Automobile liability insurance, with limits of \$2,000,000 or more combined single limit, which provides the following:

using right (a) or such insurance shall be primary, without right of contribution from other insurance that may be in effect;

- (1) Comprehensive general liability insurance or commercial general liability insurance, with limits of \$2,000,000 or more combined single limit, which provides for the following:
 - (a) Such insurance shall be primary, without right of contribution from other insurance that may be in effect;
 - (b) Such insurance shall not be invalidated by the acts or omissions of other insured parties;
 - (c) Such insurance shall include Notice of Modification or Cancellation; and
 - (d) Catellus shall be named as an additional insured party; and
 - (e) Such insurance shall include a severability of interest clause.

- (3) Any umbrella or excess liability insurance shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary liability insurance for payment of premium in which case:

(b) The insurance shall be obtained and maintained from and by one or more insurance companies having a Best's rating of B + 13 or better, and that is or are licensed to do business in California. Santa Fe or its assignee(s) shall furnish evidence of such insurance to Catellus prior to operation of Rail Service under this Agreement; and shall continue to furnish on an annual basis evidence that such insurance remains in effect. A properly completed certificate of insurance to which is attached the

personal injury endorsements; and (g) such insurance shall include a severability of interest clause.

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Automobile liability insurance, with limits of \$2,000,000 or more combined single limit, which provides the following:
(a) Such insurance shall be primary, without right of contribution from other insurance that may be in effect;
(b) Such insurance shall not be invalidated by the acts or omissions of other insured parties;
(c) Such insurance shall include Notice of Modification or Cancellation;
(d) Catellus shall be named as an additional insured party; and
(e) Such insurance shall include a severability of interest clause.

Any umbrella or excess liability insurance shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary

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endorsement making Catellus an additional insured party, both of which have been executed by an authorized representative of the insurer or insurers, or alternatively, a certified copy of the insurance policy or policies, shall be satisfactory evidence of such insurance. Catellus may by written notice to Santa Fe increase the minimum policy limits of such policies from time to time in accordance with changes in policy limits customary in connection with leases of real property for passenger rail service or similar uses.

(c) So long as Santa Fe is a wholly-owned subsidiary of Santa Fe Pacific Corporation, in lieu of meeting the insurance requirements of Paragraph 9(b), if Santa Fe is the operator actually performing Rail Service in the Easement Area, on its own behalf or as an agent or contractor of an assignee of some or all of the easement rights conveyed by this Agreement, Santa Fe may self-insure against the risks enumerated in Paragraph 9(b), provided this is done through a layered insurance program with levels of liability consistent with those maintained by other Class I railroads in the United States.

10. Casualty and Eminent Domain.

(a) If any building or improvement located in the Easement Area is damaged or destroyed by fire or other cause, Catellus, to the extent of all available insurance proceeds, promptly shall effect either: (i) the repair, restoration or rebuilding of the building or improvement so damaged or destroyed, or (ii) the razing of any damaged building or improvement, the filling of any excavation, and the performance of any other work necessary to put that portion of the Easement Area in a clean, sightly and safe condition.

(b) To assure performance of its obligations under Paragraph 10(a), Catellus shall carry fire and extended coverage insurance on all buildings and improvements in the Easement Area in the amount of the replacement costs of the improvements, and in amounts at least sufficient to avoid the effect of any co-insurance provisions of those policies. The cost of this insurance shall be an expense pursuant to Paragraph 7 of this agreement.

(c) If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law (a "taking"), the award for the value of the land and improvements so taken shall belong to Catellus, or to Catellus' mortgagees or tenants, as their interests may appear, except however, that Santa Fe or its assignee(s) shall be entitled to any condemnation award, or portion of such award, that is attributable to the taking of, or injury to use of, all or a portion of Santa Fe's easement rights under this Agreement.

11. Liens. Santa Fe or its assignee(s) shall not permit any mechanics' liens or other liens to be filed against Union Station by reason of labor or materials furnished in the Easement

Area. If any building or improvement located in the Easement Area is damaged or destroyed by fire or other cause, Catellus, to the extent of all available insurance proceeds, promptly shall effect either: (i) the repair, restoration or rebuilding of the building or improvement so damaged or destroyed, or (ii) the razing of any damaged building or improvement, the filling of any excavation, and the performance of any other work necessary to put that portion of the Easement Area in a clean, sightly and safe condition.

To assure performance of its obligations under Paragraph 11, Catellus shall carry fire and extended coverage insurance on all buildings and improvements in the Easement Area in the amount of the replacement costs of the improvements, and in amounts at least sufficient to avoid the effect of any co-insurance provisions of those policies. The cost of this insurance shall be an expense pursuant to Paragraph 7 of this agreement.

If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law (a "taking"), the award for the value of the land and improvements so taken shall belong to Catellus, or to Catellus' mortgagees or tenants, as their interests may appear, except however, that Santa Fe or its assignee(s) shall be entitled to any condemnation award, or portion of such award, that is attributable to the taking of, or injury to use of, all or a portion of Santa Fe's easement rights under this Agreement.

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Area at Santa Fe's or its assignee(s) insistence or request. Catellus, or any of Catallus' tenants, agents, contractors, employees or licensees, shall not permit any mechanics' liens or other liens to be filed against the Easement Area by reason of labor or materials furnished to Union Station or the Easement Area at Catellus' insistence or request, or the insistence or request of any of Catallus' tenants, agents, contractors, employees or licensees. Each party shall, within five days after demand by the other party, cause any such lien filed against Union Station to be discharged of record, or alternatively, shall post and record the bond contemplated by California Civil Code Section 3143. Each party shall indemnify, hold harmless and defend the other party from and against all claims, suits, costs, expenses, judgments and losses (including without limitation attorneys' and experts' fees and costs) arising out of any such lien.

12. Compliance with Law. Santa Fe or its assignee(s), in using any rights conveyed by this Agreement, shall comply promptly, at its expense, with all applicable statutes, ordinances, rules, regulations and orders of every appropriate governmental jurisdiction, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Catellus and any of Catellus' tenants, agents, contractors, employees or licensees, in owning or operating Union Station, shall comply promptly, at its expense, with all applicable statutes, ordinances, rules, regulations and orders of every appropriate governmental jurisdiction, including without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality.

13. Condition of Improvements in Easement Area. By accepting this easement, Santa Fe acknowledges that the right to use any improvements now or in the future existing in the Easement Area is subject to acceptance of the condition of the improvements on an "as is" basis. Santa Fe agrees that, from the following commencement of operation of Rail Service under this Agreement, Santa Fe or its assignee(s) and not Catellus, shall be responsible for the construction, repair, maintenance or removal of any improvements in the Easement Area that are used in connection with Santa Fe's operation of Rail Service, subject to any applicable terms of any lease or operating agreement between Amtrak and Catellus, or between Amtrak and Santa Fe or its assignee(s), of which Santa Fe or its assignee(s) has specific knowledge. *and/or other rail operators.*

14. Easement Subject to Encumbrances. This easement is subject to all contracts, leases, liens, easements and other encumbrances or claims of title which may affect the Easement Area, including, without limitation, the rights of Amtrak under any leases or operating agreements relating to Amtrak's operations at, or use of, the Easement Area, and the rights of the Southern California Rapid Transit District, under that certain

all applicable statutes, regulations and orders of every appropriate

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improvements now or in the future existing in the
 12. subject to acceptance of the condition of the
 On an "as is" basis. Santa Fe agrees that
 Santa Fe or its assignee(s) and not Catellus, shall
 be responsible for the construction, repair, maintenance or

Right of Entry and Permanent Easement to Construct and Operate Metrorail.

15. Assignment. Every term, covenant and provision of this Agreement shall benefit and be binding upon the assignees, transferees, or successors of the parties to this Agreement. Any assignee of either party's rights or interests under this Agreement automatically shall be deemed, by acceptance of such rights or interest, to have assumed all obligations under this Agreement relating to such rights or interests, and to do any and all things reasonably required to carry out the intention of this Agreement; and the assignor, upon completion of the assignment, shall be relieved of all further liability under this Agreement in connection with the rights and interests assigned, except liability with respect to matters that may have arisen during the assignor's period of ownership of the assigned interest in the Easement Area, which liabilities remain unsatisfied at the time of the transfer. Nothing in this Agreement shall be construed to prevent, limit, or in any way restrict Santa Fe, its successor(s) and/or assignee(s) from exercising any power of eminent domain under California or federal law.

16. Nonterminable Agreement. No breach of the provisions of this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies that any party may have under this Agreement by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of Union Station, and any improvements thereon, including, without limitation, the Easement ~~Tracks Area~~.

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17. Modification. This Agreement shall not be modified or amended except by the written agreement of the parties.

18. Recording of Easement. The parties contemplate that this Agreement shall be recorded by Santa Fe to confirm the nature and extent of Santa Fe's real property interest in the Easement Area. It shall be the responsibility of Santa Fe to record this easement, and to pay any applicable recording fees and to carry out the intention of this Agreement.

19. Arbitration. The parties shall negotiate in good faith to attempt to resolve any disputes under this Agreement. If such negotiations fail, the parties shall arbitrate any disputes. Arbitration under this Agreement shall be progressed in accordance with the rules of the American Arbitration Association. The parties will use their best efforts to attempt to ensure that the arbitrator or arbitrators selected shall be required to have had at least two years of experience in railroad passenger operations, excluding any power of eminent domain under California or federal law.

No breach of the provisions of this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies that any party may have under this Agreement by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of Union Station, and any improvements thereon, including, without limitation, the Easement ~~Tracks Area~~.

17. Modification. This Agreement shall not be modified or amended except by the written agreement of the parties.

The parties contemplate that this Agreement shall be recorded by Santa Fe to confirm the nature and extent of Santa Fe's real property interest in the Easement Area. It shall be the responsibility of Santa Fe to record this easement, and to pay any applicable recording fees and to carry out the intention of this Agreement.

The parties shall negotiate in good faith to attempt to resolve any disputes under this Agreement. If such negotiations fail, the parties shall arbitrate any disputes. Arbitration under this Agreement shall be progressed in accordance with the rules of the American Arbitration Association. The parties will use their best efforts to attempt to ensure that the arbitrator or arbitrators selected shall be required to have had at least two years of experience in railroad passenger operations, excluding any power of eminent domain under California or federal law.

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20. Construction of Agreement. This Agreement shall be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, authorized representatives of Santa Fe and Catellus have duly executed this Agreement as of this day of December, 1990, and the parties intend this Agreement to be effective as of November 30, 1990.

CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation

By: Elizabeth Hanna
Title: Vice President,
Catellus

By: [Signature]
Title: VP - Fleet Mgmt

- 10 -

ACCEPTED AS TO FORM

[Signature]

IN WITNESS WHEREOF, authorized representatives of Santa Fe and Catellus have duly executed this Agreement as of this day of December, 1990, and the parties intend this Agreement to be effective as of November 30, 1990.

CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation

By: Elizabeth Hanna
Title: Vice President,
Catellus

By: [Signature]
Title: [Signature]

ACCEPTED AS TO FORM

[Signature]

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052-01473
DECEMBER 18, 1990

EXHIBIT A

FOUR (4) PARCELS OF LAND IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1

THAT PORTION OF THAT CERTAIN PARCEL 1 DESCRIBED IN DEED DATED DECEMBER 28, 1989, FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED JANUARY 5, 1990 AS DOCUMENT NUMBER 90-25763 OF THE RECORDS OF SAID COUNTY, LYING EASTERLY OF A LINE PARALLEL WITH AND DISTANT EASTERLY 806.5 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF ALAMEDA STREET (96.00 FEET WIDE) AS SHOWN ON TRACT NO. 10151, AS PER MAP RECORDED IN BOOK 157 OF MAPS AT PAGES 45 TO 47 INCLUSIVE, OF THE RECORDS OF SAID COUNTY, SAID PARALLEL LINE ALSO BEING PARALLEL WITH AND DISTANT EASTERLY 8.50 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THAT CERTAIN RAILROAD TRACK DESIGNATED IN THE RECORDS OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AS LAUPT TRACK NO. 1 AND LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT EASTERLY 1212.5 FEET, MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE, LAST SAID PARALLEL LINE ALSO BEING PARALLEL WITH AND DISTANT EASTERLY 8.50 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THAT CERTAIN RAILROAD TRACK DESIGNATED IN THE RECORDS OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AS LAUPT TRACK NO. 17.

RESERVING UNTO THE CATELLUS DEVELOPMENT CORPORATION, ITS SUCCESSORS AND ASSIGNS, AN EASEMENT FOR ROADWAY PURPOSES OVER THE SOUTHERLY 50.00 FEET OF THE ABOVE DESCRIBED PARCEL 1, TOGETHER WITH THE RIGHT TO GRANT SAID EASEMENT TO THE GENERAL PUBLIC AND OTHERS, THE WESTERLY 60.00 FEET OF SAID ROADWAY EASEMENT TO BE SUBORDINATE TO THE RIGHTS AND OBLIGATIONS OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, ITS SUCCESSOR AND ASSIGNS, TO CONDUCT PASSENGER RAIL SERVICE, COMPUTER RAIL SERVICE AND/OR RAIL TRANSIT SERVICE.

PARCEL 2

THAT PORTION OF THAT CERTAIN PARCEL 2 DESCRIBED IN DEED DATED DECEMBER 28, 1989, FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED JANUARY 5, 1990 AS DOCUMENT NUMBER 90-25763 OF THE RECORDS OF SAID COUNTY, LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT EASTERLY 1212.5 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF ALAMEDA STREET (96.00 FEET WIDE) AS SHOWN ON TRACT NO. 10151, AS PER MAP RECORDED IN BOOK 157 OF MAPS AT PAGES 45 TO 47 INCLUSIVE, OF THE RECORDS OF SAID COUNTY, AND LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 3 OF THE R.M. BAKER TRACT, AS PER MAP RECORDED IN BOOK 60 OF MISCELLANEOUS RECORDS AT PAGE 11 OF THE RECORDS OF SAID COUNTY; AND LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT EASTERLY 1212.5 FEET, MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE, LAST SAID PARALLEL LINE ALSO BEING PARALLEL WITH AND DISTANT EASTERLY 8.50 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THAT CERTAIN RAILROAD TRACK DESIGNATED IN THE RECORDS OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AS LAUPT TRACK NO. 17.

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RESERVING UNTO THE CATELLUS DEVELOPMENT CORPORATION, ITS SUCCESSORS AND ASSIGNS, AN EASEMENT FOR ROADWAY PURPOSES OVER THE SOUTHERLY 50.00 FEET OF THE ABOVE DESCRIBED PARCEL 2, TOGETHER WITH THE RIGHT TO GRANT SAID EASEMENT TO THE GENERAL PUBLIC AND OTHERS, THE WESTERLY 60.00 FEET OF SAID ROADWAY EASEMENT TO BE SUBORDINATE TO THE RIGHTS AND OBLIGATIONS OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, ITS SUCCESSOR AND ASSIGNS, TO CONDUCT PASSENGER RAIL SERVICE, COMPUTER RAIL SERVICE AND/OR RAIL TRANSIT SERVICE.

THAT PORTION OF THAT CERTAIN PARCEL 2 DESCRIBED IN DEED DATED DECEMBER 28, 1989, FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED JANUARY 5, 1990 AS DOCUMENT NUMBER 90-25763 OF THE RECORDS OF SAID COUNTY, LYING WESTERLY OF A LINE PARALLEL WITH AND DISTANT EASTERLY 1212.5 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF ALAMEDA STREET (96.00 FEET WIDE) AS SHOWN ON TRACT NO. 10151, AS PER MAP RECORDED IN BOOK 157 OF MAPS AT PAGES 45 TO 47 INCLUSIVE, OF THE RECORDS OF SAID COUNTY, AND LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

THENCE NORTH 71°09'28" WEST (BEARING ASSUMED FOR THE PURPOSES OF THIS DESCRIPTION) ALONG THE SOUTHWESTERLY BOUNDARY OF SAID R.M. BAKER TRACT, A DISTANCE OF 440.55 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 24°19'31" WEST TO THE SOUTHERLY BOUNDARY OF SAID PARCEL 2 AND THE POINT OF ENDING.

PARCEL 3

THAT PORTION OF THAT CERTAIN PARCEL 3 DESCRIBED IN DEED DATED OCEMBER 28, 1989, FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED JANUARY 5, 1990 AS DOCUMENT NUMBER 90-25763 OF THE RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 3 OF THE R. H. BAKER TRACT, AS PER MAP RECORDED IN BOOK 60 OF MISCELLANEOUS RECORDS AT PAGE 11 OF THE RECORDS OF SAID COUNTY;

THENCE NORTH 71°09'28" WEST (BEARING ASSUMED FOR THE PURPOSES OF THIS DESCRIPTION) ALONG THE SOUTHWESTERLY BOUNDARY OF LOTS 3 AND 4 OF SAID R. H. BAKER TRACT, ALSO BEING THE BOUNDARY OF SAID PARCEL 3, A DISTANCE OF 62.13 FEET TO A POINT OF INTERSECTION OF SAID BOUNDARIES WITH A LINE PARALLEL WITH AND DISTANT EASTERLY 1212.5 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF ALAMEDA STREET (96.00 FEET WIDE) AS SHOWN ON TRACT NO. 10151, AS PER MAP RECORDED IN BOOK 157 OF MAP AT PAGES 45 TO 47 INCLUSIVE, OF THE RECORDS OF SAID COUNTY, BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 71°09'28" WEST CONTINUING ALONG SAID BOUNDARY OF PARCEL 3, A DISTANCE OF 378.42 FEET;

THENCE NORTH 24°19'31" EAST LEAVING LAST SAID BOUNDARY, A DISTANCE OF 953.28 FEET;

THENCE NORTH 40°54'09" WEST ALONG LAST SAID BOUNDARY, A DISTANCE OF 44.00 FEET;

THENCE NORTH 24°19'31" EAST CONTINUING ALONG LAST SAID BOUNDARY, A DISTANCE OF 425.56 FEET;

THENCE NORTH 26°10'56" EAST LEAVING LAST SAID BOUNDARY, A DISTANCE OF 22.99 FEET;

COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 3 OF THE R. H. BAKER TRACT, AS PER MAP RECORDED IN BOOK 60 OF MISCELLANEOUS RECORDS AT PAGE 11 OF THE RECORDS OF SAID COUNTY;

THENCE NORTH 71°09'28" WEST (BEARING ASSUMED FOR THE PURPOSES OF THIS DESCRIPTION) ALONG THE SOUTHWESTERLY BOUNDARY OF LOT 3 AND 4 OF SAID R. H. BAKER TRACT, ALSO BEING THE BOUNDARY OF SAID PARCEL 3, A DISTANCE OF 62.13 FEET TO A POINT OF INTERSECTION OF SAID BOUNDARIES WITH A LINE PARALLEL WITH AND DISTANT EASTERLY 1212.5 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF ALAMEDA STREET (96.00 FEET WIDE) AS SHOWN ON TRACT NO. 10151, AS PER MAP RECORDED IN BOOK 157 OF MAP AT PAGES 45 TO 47 INCLUSIVE, OF THE RECORDS OF SAID COUNTY, BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 71°09'28" WEST CONTINUING ALONG SAID BOUNDARY OF PARCEL 3, A DISTANCE OF 378.42 FEET;

THENCE NORTH 24°19'31" EAST LEAVING LAST SAID BOUNDARY, A DISTANCE OF 953.28 FEET;

THENCE NORTH 40°54'09" WEST ALONG LAST SAID BOUNDARY, A DISTANCE OF 44.00 FEET;

THENCE NORTH 24°19'31" EAST CONTINUING ALONG LAST SAID BOUNDARY, A DISTANCE OF 425.56 FEET;

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THENCE NORTHEASTERLY ALONG THE ARC OF A NONTANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 688.19 FEET, A CHORD BEARING OF NORTH 36°47'08" EAST, THROUGH A CENTRAL ANGLE OF 20°12'02", A DISTANCE OF 242.63 FEET, RETURNING TO LAST SAID BOUNDARY;

THENCE NORTH 83°01'45" EAST ALONG LAST SAID BOUNDARY, A DISTANCE OF 357.89 FEET;

THENCE SOUTH 35°11'04" EAST ALONG LAST SAID BOUNDARY, A DISTANCE OF 26.14 FEET;

THENCE SOUTHWESTERLY ALONG LAST SAID BOUNDARY, BEING THE ARC OF A NONTANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 554.80 FEET, A CHORD BEARING OF SOUTH 70°17'06" WEST, THROUGH A CENTRAL ANGLE OF 16°30'00", A DISTANCE OF 159.77 FEET;

THENCE SOUTHWESTERLY ALONG LAST SAID BOUNDARY, BEING THE ARC OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 532.96 FEET, A CHORD BEARING OF SOUTH 47°04'29" WEST, THROUGH A CENTRAL ANGLE OF 29°55'13", A DISTANCE OF 278.32 FEET;

THENCE SOUTH 32°06'17" WEST ALONG LAST SAID BOUNDARY, A DISTANCE OF 180.35 FEET;

THENCE SOUTH 24°19'31" WEST ALONG LAST SAID BOUNDARY AND ITS PROLONGATION, A DISTANCE OF 496.15 FEET;

THENCE SOUTH 40°54'09" EAST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 49°05'51" WEST, A DISTANCE OF 151.67 FEET;

THENCE SOUTH 2°55'06" WEST ALONG LAST SAID BOUNDARY AND ITS PROLONGATION, A DISTANCE OF 269.69 FEET;

THENCE SOUTH 01°28'39" WEST LEAVING LAST SAID BOUNDARY, A DISTANCE OF 382.42 FEET TO THE POINT OF BEGINNING TO LAST SAID BOUNDARY;

CONTAINING AN AREA OF 7.332 ACRES, MORE OR LESS;

PARCEL 4

ALL OF THAT CERTAIN PARCEL AS DESCRIBED IN DEED DATED DECEMBER 28, 1989, FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED JANUARY 5, 1990 AS DOCUMENT NUMBER 90-25763 OF THE RECORDS OF SAID COUNTY, BEING THE

THENCE SOUTHWESTERLY ALONG LAST SAID BOUNDARY, BEING THE ARC OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 532.96 FEET, A CHORD BEARING OF SOUTH 47°04'29" WEST, THROUGH A CENTRAL ANGLE OF 29°55'13", A DISTANCE OF 278.32 FEET;

THENCE SOUTH 40°54'09" EAST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 49°05'51" WEST, A DISTANCE OF 151.67 FEET;

THENCE SOUTH 2°55'06" WEST ALONG LAST SAID BOUNDARY AND ITS PROLONGATION, A DISTANCE OF 269.69 FEET;

THENCE SOUTH 01°28'39" WEST LEAVING LAST SAID BOUNDARY, A DISTANCE OF 382.42 FEET TO THE POINT OF BEGINNING.

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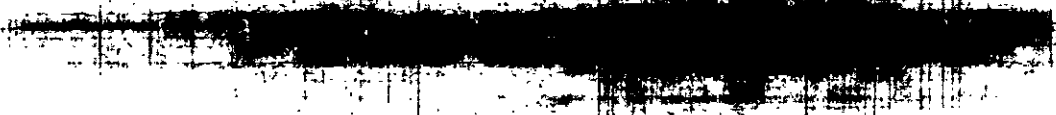
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IF AND/OR WHEN SAID TRACK NO. 17, BEING THE MOST EASTERLY YARD TRACK IN THE LAUPT YARD, SHOULD BE RELOCATED OR RECONSTRUCTED WESTERLY OF ITS PRESENT LOCATION, THEN THE EASTERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL 1 WILL BE A LINE EASTERLY OF AND PARALLEL WITH THE "NEW" LOCATION OF SAID TRACK, AT A DISTANCE OF THE MINIMUM CLEARANCE LINE ESTABLISHED BY PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, GENERAL ORDER NO. 26-D OR AMENDMENTS THEREOF, AT THE TIME OF RELOCATION OR RECONSTRUCTION. SHOULD THE EASTERLY BOUNDARY BE REESTABLISHED, THAT PORTION OF THE EASEMENT LYING BETWEEN THE "NEW" AND "OLD" EASTERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL 1 SHALL BECOME NULL AND VOID AND SHALL ABSOLUTELY REVERT TO THE CAPELLUS DEVELOPMENT CORPORATION, ITS SUCCESSORS AND ASSIGNS.

UPON COMPLETION OF THE RECONSTRUCTION AND RENOVATION OF THE LAUPT YARD, THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL 1 WILL BE A LINE PARALLEL WITH AND DISTANT NORTHERLY 370 FEET, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY BOUNDARY OF SAID TRACT NO. 10151 EXCEPTING THEREFROM THE EASTERLY 60.00 FEET OF THE ABOVE DESCRIBED PARCEL 1.



IF AND/OR WHEN SAID TRACK NO. 17, BEING THE MOST EASTERLY YARD TRACK IN THE LAUPT YARD, SHOULD BE RELOCATED OR RECONSTRUCTED WESTERLY OF ITS PRESENT LOCATION, THEN THE EASTERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL 1 WILL BE A LINE EASTERLY OF AND PARALLEL WITH THE "NEW" LOCATION OF SAID TRACK, AT A DISTANCE OF THE MINIMUM CLEARANCE LINE ESTABLISHED BY PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, GENERAL ORDER NO. 26-D OR AMENDMENTS THEREOF, AT THE TIME OF RELOCATION OR RECONSTRUCTION. SHOULD THE EASTERLY BOUNDARY BE REESTABLISHED, THAT PORTION OF THE EASEMENT LYING BETWEEN THE "NEW" AND "OLD" EASTERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL 1 SHALL BECOME NULL AND VOID AND SHALL ABSOLUTELY REVERT TO THE CAPELLUS DEVELOPMENT CORPORATION, ITS SUCCESSORS AND ASSIGNS.

UPON COMPLETION OF THE RECONSTRUCTION AND RENOVATION OF THE LAUPT YARD, THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL 1 WILL BE A LINE PARALLEL WITH AND DISTANT NORTHERLY 370 FEET, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY BOUNDARY OF SAID TRACT NO. 10151 EXCEPTING THEREFROM THE EASTERLY 60.00 FEET OF THE ABOVE DESCRIBED PARCEL 1.

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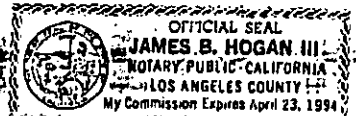
STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.

On Dec 23-21, 1990, before me, the undersigned,
a Notary Public in and for said State personally appeared
Elizabeth Anne Harrison personally known to me (or
proved to me on the basis of satisfactory evidence) to be the
person who executed the within instrument as Vice President
of Catellus Development Corporation, a
Delaware corporation, the corporation therein named, and
acknowledged to me that such corporation executed the preceding
instrument pursuant to its by-laws or a resolution of its board
of directors.

WITNESS my hand and official seal.

James B. Hogan III
Signature

[SEAL]



Subscribed and sworn to before me this
23rd day of Dec, 1990
James B. Hogan III
NOTARY PUBLIC
In and for the County of Los Angeles, State of California

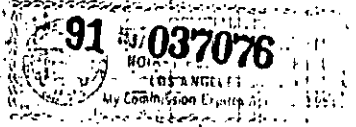
STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.

On Dec 23-21, 1990, before me, the undersigned,
a Notary Public in and for said State personally appeared
Elizabeth Anne Harrison personally known to me (or
proved to me on the basis of satisfactory evidence) to be the
person who executed the within instrument as Vice President
of Catellus Development Corporation, a
Delaware corporation, the corporation therein named, and
acknowledged to me that such corporation executed the preceding
instrument pursuant to its by-laws or a resolution of its board
of directors.

WITNESS my hand and official seal.

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James B. Hogan III
Signature



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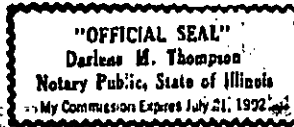
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Darlene M. Thompson, a Notary Public in and for the County of Cook, State of Illinois, do hereby certify that Mr. L. F. Fox, Assistant Vice President-Asset Management of The Atchison, Topeka and Santa Fe Railway Company, personally known by me to be the person holding this office with The Atchison, Topeka and Santa Fe Railway Company, appeared before me this day in person and acknowledged that he signed the Quitclaim Deed dated this date as his free and voluntary act, and the free and voluntary act of The Atchison, Topeka and Santa Fe Railway Company.

GIVEN under my hand and notarial stamp this 26th day of December, 1990.

Darlene M. Thompson
Notary Public

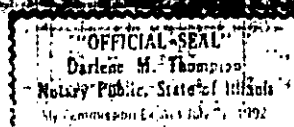


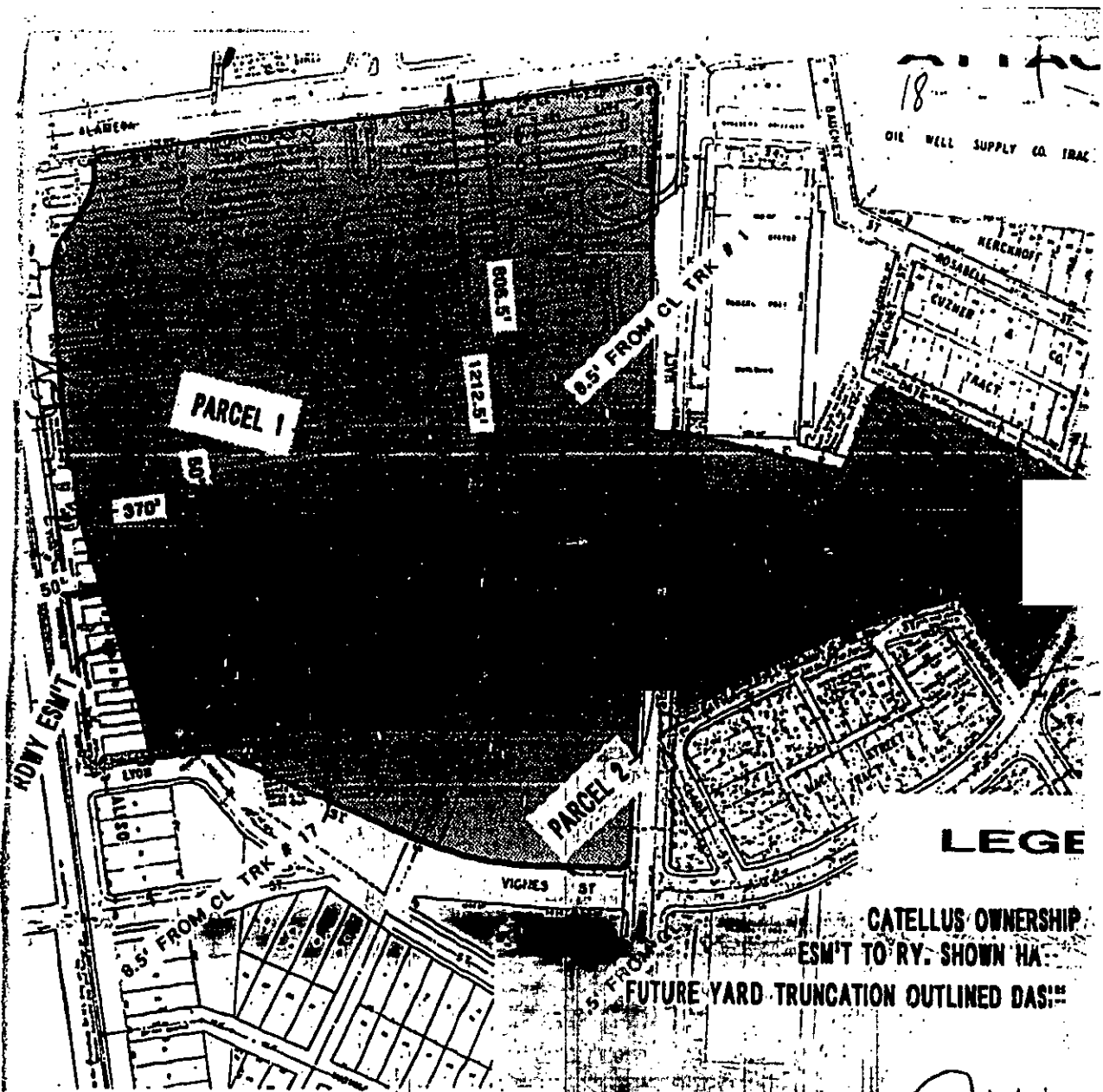
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Darlene M. Thompson, a Notary Public in and for the County of Cook, State of Illinois, do hereby certify that Mr. L. F. Fox, Assistant Vice President-Asset Management of The Atchison, Topeka and Santa Fe Railway Company, personally known by me to be the person holding this office with The Atchison, Topeka and Santa Fe Railway Company, appeared before me this day in person and acknowledged that he signed the quitclaim deed dated this date as his free and voluntary act, and the free and voluntary act of The Atchison, Topeka and Santa Fe Railway Company **91 037076**

GIVEN under my hand and notarial stamp this 26th day of December, 1990.

Darlene M. Thompson
Notary Public





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DIE WELLS SUPPLY CO. TRACT

PARCEL 1

PARCEL 2

LEGE

CATELLUS OWNERSHIP
ESM'T TO RY. SHOWN HA...
FUTURE YARD TRUNCATION OUTLINED DASH

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Exhibit

ESM'T FROM CATELLUS DEVELOPMENT CORP.
AT LOS ANGELES (L.A.U.P.T.)
LOS ANGELES COUNTY, CALIFORNIA

WE
VAI

*from
Metrolink*

RECORDING REQUESTED BY:

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

AND WHEN RECORDED RETURN TO:

Clay M. Smith, Esq.
Catellus Development Corporation
1065 North Pacific Center Drive,
Suite 200
Anaheim, California 92806

COPY of Document Recorded
94 791906
Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR RECORDER/COUNTY CLERK

This document is exempt from documentary transfer tax (Revenue and Taxation Code Section 11922) and recording fees (Government Code Section 27383).

AMENDMENT NO. 2

TO

EASEMENT AGREEMENT

BETWEEN

CATELLUS DEVELOPMENT CORPORATION

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

PERTAINING TO

LOS ANGELES UNION STATION

AMENDMENT NO. 2 TO EASEMENT AGREEMENT

THIS AMENDMENT NO. 2 TO EASEMENT AGREEMENT (this "Amendment") to that certain Easement Agreement dated as of October 30, 1992 (the "Original Agreement"), as previously amended by that certain Amendment No. 1 to Easement Agreement dated as of November 1, 1993 (the "First Amendment"; the Original Agreement, as amended by the First Amendment, is the "Agreement"), is made and entered into as of the 31st day of March, 1994 (the "Effective Date"), by and between Catellus Development Corporation, a Delaware corporation (together with its successors and assigns, "Catellus"), and Southern California Regional Rail Authority, a California joint powers authority existing pursuant to Sections 6500 et seq. of the California Government Code (together with its permitted successors and assigns, "Metrolink"), as follows:

R E C I T A L S

A. Catellus and Metrolink are parties to the Original Agreement, which, among other things, grants to Metrolink certain easement rights over and upon portions of the real property located in Los Angeles, California known as the Los Angeles Union Passenger Terminal and commonly known as Union Station ("Union Station"). Capitalized terms used herein without definition have the meanings assigned to them in the Original Agreement.

B. Catellus and Metrolink are also parties to the First Amendment, which, among other things, makes the term of the Agreement perpetual, unless terminated in accordance with the provisions of the Agreement, and changes the manner of calculating Metrolink's Share of Common Area Expenses.

C. Contemporaneously herewith, Catellus and Los Angeles County Metropolitan Transportation Authority, a county transportation commission existing under the authority of Section 130050.2 et seq. of the California Public Utilities Code ("MTA"), are executing a certain Easement, Construction License and Right of Entry Agreement, which, among other things, grants MTA certain access, temporary construction license and perpetual easement rights over and upon portions of Union Station (the "Light Rail Agreement"). Under the Light Rail Agreement, MTA is obligated to pay to Catellus, among other things, the PLR/Metrolink Share of Common Area Expenses (as defined therein).

D. Because, pursuant to the First Amendment, Metrolink's obligation to pay to Catellus Metrolink's Share of Common Area Expenses is the same obligation as MTA's obligation to pay to Catellus the PLR/Metrolink Share of Common Area Expenses, the parties hereto have agreed to amend the Agreement

in order that the Common Area as set forth therein shall be the same as the Common Area as set forth in the Light Rail Agreement.

E. In addition to the forgoing, because the portion of the Exclusive Area (as defined in the Light Rail Agreement) depicted and described in Exhibit C attached hereto (the "PLR Easement Property"), which has been granted exclusively by Catellus to MTA, is also included within the Train Yard (to which Catellus has granted Metrolink non-exclusive rights pursuant to the Agreement), the parties hereto have agreed to amend the Agreement to exclude such portion from the Train Yard, provided that if MTA shall notify Metrolink in writing that MTA's rights with respect to such portion have terminated pursuant to a termination of the Light Rail Agreement and MTA and Catellus have not otherwise agreed to a grant of rights in such portion to MTA for use in connection with the Pasadena Light Rail (as defined in the Light Rail Agreement), such portion shall automatically again be deemed to be a part of the Train Yard, and Metrolink shall again have non-exclusive easement rights with respect thereto, as set forth herein.

F. The parties have also agreed to amend the legal descriptions attached as Exhibit A to the Original Agreement and as Exhibit A to the First Amendment, to exclude therefrom portions of Union Station that are to be conveyed in fee by Catellus to MTA.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. Incorporation. Paragraphs A through F above are hereby incorporated by this reference as if set forth in full at this point. All provisions and defined terms of the Agreement are also incorporated by this reference. All exhibits to this Amendment are also incorporated by this reference.

2. Amendment of Union Station Legal Description. Exhibit A to the Original Agreement, consisting of sixteen (16) pages of legal description and two (2) pages of maps, and Exhibit A to the First Amendment, consisting of fourteen (14) pages of legal description, are each hereby deleted and replaced in their entirety by Exhibit A attached hereto, which consists of nine (9) pages of legal description. To the extent that, by reason of the foregoing, any portions of Union Station are no longer subject to the Agreement, Metrolink shall, from and after the Effective Date, have no further rights to or obligations with respect to such portions, and Metrolink shall be entitled to a refund or credit of any Common Area Expenses or Train Yard Expenses paid by Metrolink that are allocable to such portions of Union Station for any period of time on or after the Effective Date.

3. Amendment of Common Area Description. Exhibit B to the Original Agreement, consisting of four (4) pages of maps, is hereby deleted and replaced in its entirety by Exhibit B attached hereto, which consists of four (4) pages of maps. To the extent that, by reason of the foregoing, any portions of Union Station not previously designated as Common Area are now so designated, Metrolink shall, from and after the Effective Date, have all rights in and to such portions, and be subject to all obligations with respect to such portions, with the same force and effect as if such portions had been designated as Common Area in the Original Agreement, it being understood that Metrolink shall be obligated to pay Metrolink's Share of Common Area Expenses with respect to such portions from and after the Effective Date. To the extent that, by reason of the foregoing, any portions of Union Station previously designated as Common Area are no longer so designated, Metrolink shall, from and after the Effective Date, have no further rights to or obligations with respect to such portions, and Metrolink shall be entitled to a refund or credit of any Common Area Expenses paid by Metrolink that are allocable to such portions of Union Station for any period of time on or after the Effective Date.

4. Amendment of Exclusive Area Description. Exhibit D to the Original Agreement, consisting of four (4) pages of maps, is hereby deleted and replaced in its entirety by Exhibit B attached hereto, which consists of four (4) pages of maps. Notwithstanding the foregoing, the parties hereby expressly agree that the foregoing is not intended to effect, nor shall it effect, any change in the portions of Union Station designated in the Original Agreement as Exclusive Area. The foregoing amendment is being made by the parties merely because the maps attached as Exhibit D to the Original Agreement are the same as the maps attached as Exhibit B and Exhibit I to the Original Agreement, and the parties desire that the maps attached as Exhibit D to the Original Agreement continue to be the same as the maps attached as Exhibit B and Exhibit I to the Original Agreement. In light of the amendments set forth in paragraphs 3 and 5 of this Amendment, the amendment set forth in this paragraph 4 is therefore required.

5. Amendment of Train Yard Description. Exhibit I to the Original Agreement, consisting of four (4) pages of maps, is hereby deleted and replaced in its entirety by Exhibit B attached hereto, which consists of four (4) pages of maps. To the extent that, by reason of the foregoing, any portions of Union Station not previously designated as Train Yard are now so designated, Metrolink shall, from and after the Effective Date, have all rights in and to such portions, and be subject to all obligations with respect to such portions, with the same force and effect as if such portions had been designated as Train Yard in the Original Agreement, it being understood that Metrolink shall be obligated to pay Metrolink's Share of Train Yard Expenses with

respect to such portions from and after the Effective Date. To the extent that, by reason of the foregoing, any portions of Union Station previously designated as Train Yard are no longer so designated, Metrolink shall, from and after the Effective Date, have no further rights to or obligations with respect to such portions, and Metrolink shall be entitled to a refund or credit of any Train Yard Expenses paid by Metrolink that are allocable to such portions of Union Station for any period of time on or after the Effective Date.

6. Termination of PLR Easement Property Rights. In the event that MTA notifies Metrolink in writing that MTA's rights with respect to the PLR Easement Property have terminated pursuant to a termination of the Light Rail Agreement and MTA and Catellus have not otherwise agreed to a grant of rights in the PLR Easement Property to MTA for use in connection with the Pasadena Light Rail, the PLR Easement Property shall automatically again be deemed to be a part of the Train Yard, and Metrolink shall again have non-exclusive easement rights with respect thereto on the terms and conditions set forth in the Agreement. In such event, Catellus and Metrolink shall execute, deliver and record such further modifications to the Agreement as either party may deem reasonably necessary to effectuate such grant of easement rights. Such further modifications to the Agreement shall require the written consent of MTA to be effective against MTA, but the foregoing shall not be deemed to require the consent of MTA to any other modifications to the Agreement that may in the future be agreed to by Catellus and Metrolink. Metrolink shall accept the PLR Easement Property as-is at no cost to Metrolink; provided that MTA shall remove overhead electrical wires to the extent required under Section 8.2 of the Light Rail Agreement. In no event shall Catellus be obligated to Metrolink to remove any improvements from the PLR Easement Property prior to delivery of same to Metrolink.

7. Business Rail Car Area. Pursuant to Section 7 of a certain side letter of even date herewith among Catellus, Metrolink and MTA, MTA has granted to Metrolink, with Catellus' consent, certain rights of access to, across and along the Exclusive Area (as defined in the Light Rail Agreement) in order for Metrolink to relocate certain tracks, including "track 5", in the vicinity of the "business car" tracks. In the event such track relocation creates any impairment of access to the private business rail car area identified as the "GM&O Railroad Ground Lease Area" on sheet 3 of Exhibit B attached hereto (the "Business Car Area"), Metrolink shall reimburse Catellus for any decrease in rent to Catellus from the current rent of approximately \$8,000 per month paid to Catellus by its lessee, GM&O Railroad Corporation, a Delaware corporation ("GM&O"), or its successor or assign, caused by such impairment. Catellus shall represent to Metrolink that such lessee has failed to pay the rent for which reimbursement is sought from Metrolink, and

Catellus shall use best efforts to obtain all sums payable by GM&O, or its successor or assign, under the License Agreement dated June 1, 1993 between Catellus and GM&O (the "License Agreement"), in light of such impairment of access, prior to seeking reimbursement from Metrolink. Metrolink shall also give Catellus prior notice of any anticipated impairment of access to the Business Car Area, and shall obtain Catellus' consent thereto, which consent shall be conditioned upon Metrolink reimbursing Catellus for lost rent from GM&O or its successor or assign as set forth above upon receipt by Metrolink of the representation by Catellus described in the preceding sentence and Catellus having used best efforts to obtain from GM&O or its successor or assign sums payable under the License Agreement as set forth in the preceding sentence, but such consent shall not otherwise be unreasonably withheld or delayed. Notwithstanding the foregoing, Metrolink shall be permitted to offer to GM&O, or its successor or assign, an alternative location in the Train Yard in which to conduct its private business rail car activities during the period of any impairment by Metrolink of access to the Business Car Area. Such offer shall require Catellus' consent, which consent shall be conditioned upon Metrolink reimbursing Catellus for lost rent from GM&O or its successor or assign as set forth above upon receipt by Metrolink of the representation by Catellus described in the third preceding sentence and Catellus having used best efforts to obtain from GM&O or its successor or assign sums payable under the License Agreement as set forth in the third preceding sentence, but such consent shall not otherwise be unreasonably withheld or delayed. If such alternative location in the Train Yard is approved by Catellus, Catellus shall use best efforts to cause such alternative location to be accepted by GM&O or its successor or assign. A consent by Catellus to an alternative location in the Train Yard for the storage of private business rail cars during the period of any impairment of access to the Business Car Area shall not obligate Catellus to consent to the storage of rail cars in the Train Yard during any other time. Catellus shall use its best efforts to obtain for Metrolink from GM&O, or its successor or assign, a release and waiver of claims and liability for impacts upon such lessee's use of the Business Car Area, including loss of business, resulting from Metrolink's track relocations.

8. Integration, Interpretation and Restatement.

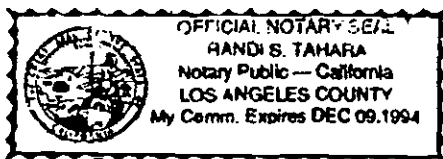
8.1 Integration and Interpretation. This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof. The Agreement and this Amendment shall not be further amended or modified except by written instrument signed by both parties. This Amendment is the joint work product of both parties and shall not be construed more favorably for, or more strictly against, either party on the grounds that such party participated more or less fully in the preparation of this Amendment.

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

On March 31, 1994, before me, Randi S Tahara, a Notary Public in and for said County and State, personally appeared Theodore Tanner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Randi S Tahara (Seal)



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

On March 31, 1994, before me, Randi S. Tahara, a Notary Public in and for said County and State, personally appeared David Solow, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Randi S Tahara (Seal)

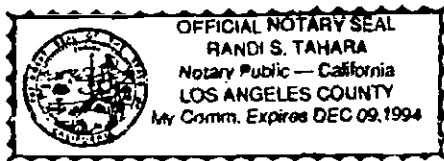


EXHIBIT A

MOLLENHAUER, HIGASHI & MOORE, INC.

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

October 29, 1993

UNION STATION SITE NOT INCLUDED WITHIN GATEWAY PROJECT

PARCEL 1

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

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

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October 29, 1993

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

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

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October 29, 1993

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

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

EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE AND ITS NORTHERLY PROLONGATION:

COMMENCING AT THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT "A" OF SAID TRACT NO. 10151 WITH THE CENTERLINE OF AVILA STREET, 60 FEET WIDE. AS SHOWN ON THE MAP OF SAID TRACT NO. 10151; THENCE ALONG SAID PROLONGATION SOUTH 71' 09' 27" EAST 39.24 FEET TO THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE OF "SOUTH 18° 56' 50" WEST 3.00 FEET" IN THE LAND AS DESCRIBED IN PARCEL 3 OF THE HIGHWAY EASEMENT TO THE CITY OF LOS ANGELES, RECORDED MAY 13, 1936, IN BOOK 14076, PAGE 324 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE ALONG A WESTERLY AND SOUTHERLY LINES OF SAID PARCEL 3 SOUTH 18° 50' 33" WEST 3.00 FEET AND SOUTH 71' 09' 27" EAST 10.86 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG A LINE PARALLEL WITH THE CENTERLINE OF ALAMEDA STREET, 96 FEET WIDE, AS SHOWN ON THE MAP

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October 29, 1993

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

1
2 OF SAID TRACT NO. 10151, SOUTH 10° 01' 01" WEST 240.67 FEET; THENCE
3 SOUTH 79° 58' 59" EAST 45.00 FEET; THENCE SOUTH 10° 01' 01" WEST 137.50
4 FEET; THENCE NORTH 79° 58' 59" WEST 19.25 FEET TO THE BEGINNING OF A
5 TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 80.00 FEET;
6 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 25'
7 50" AN ARC DISTANCE OF 66.23 FEET TO A LINE PARALLEL WITH AND DISTANT
8 78.17 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY
9 PROLONGATION OF THAT CERTAIN COURSE DESCRIBED ABOVE AS HAVING A BEARING
10 AND DISTANCE OF "SOUTH 10° 01' 01" WEST 137.50 FEET"; THENCE ALONG SAID
11 PARALLEL LINE SOUTH 10° 01' 01" WEST 108.24 FEET TO THE BEGINNING OF A
12 NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 80.00
13 FEET, SAID CURVE BEING TANGENT AT ITS EASTERLY TERMINUS TO A LINE
14 PARALLEL WITH AND DISTANT 160.00 FEET SOUTHERLY, MEASURED ALONG SAID
15 LAST MENTIONED SOUTHERLY PROLONGATION, FROM THAT CERTAIN COURSE
16 DESCRIBED ABOVE AS HAVING A BEARING AND DISTANCE OF "NORTH 79° 58' 59"
17 WEST 19.25 FEET", SAID EASTERLY TERMINUS BEING DISTANT 19.25 FEET
18 WESTERLY ALONG SAID PARALLEL LINE FROM THE INTERSECTION OF SAID PARALLEL
19 LINE WITH SAID SOUTHERLY PROLONGATION; THENCE SOUTHEASTERLY ALONG SAID
20 LAST MENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 47° 25' 50" AN ARC
21 DISTANCE OF 66.23 FEET TO SAID EASTERLY TERMINUS; THENCE TANGENT TO SAID
22 CURVE ALONG SAID LAST MENTIONED PARALLEL LINE SOUTH 79° 58' 59" EAST
23 19.25 FEET TO SAID SOUTHERLY PROLONGATION; THENCE CONTINUING ALONG SAID
24 SOUTHERLY PROLONGATION SOUTH 10° 01' 01" WEST 427.65 FEET TO A POINT IN
25 THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF THE LAND AS DESCRIBED
26 IN PARCEL 71779-1, IN THE FINAL ORDER OF CONDEMNATION ENTERED IN LOS
27 ANGELES COUNTY SUPERIOR COURT CASE NO. C447627, A CERTIFIED COPY OF
28 WHICH WAS RECORDED MARCH 29, 1988, AS INSTRUMENT NO. 88-422827 OF SAID
29 OFFICIAL RECORDS, SAID WESTERLY PROLONGATION BEING A CURVE CONCAVE
30 SOUTHERLY AND HAVING A RADIUS OF 4340.00 FEET, A RADIAL OF SAID CURVE TO
31 SAID POINT HAVING A BEARING OF NORTH 04° 27' 10" EAST.
32

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October 29, 1993

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

2 PARCEL 2:

3 THAT PORTION OF THE CITY LANDS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
4 STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF
5 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND
6 TOGETHER WITH THAT PORTION OF LOT 5 OF THE "SUBDIVISION OF A PART OF THE ESTATE OF
7 YNUARIO AVILA DEC'D", IN SAID CITY, COUNTY AND STATE AS PER MAP RECORDED IN BOOK
8 34 PAGE 90 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, BEING THAT PORTION
9 OF MACY (80.00 FEET WIDE) AS DESCRIBED IN THE DEEDS TO THE CITY OF LOS ANGELES,
10 RECORDED APRIL 14, 1875, IN BOOK 34 PAGE 434 OF DEEDS, RECORDED MAY 15, 1897 AS
11 INSTRUMENT NO. 36 IN BOOK 1160 PAGE 221 OF DEEDS, AND RECORDED MAY 10, 1897, AS
12 INSTRUMENT NO. 40 IN BOOK 1154 PAGE 287 OF DEEDS, ALL IN SAID RECORDERS OFFICE AND
13 BEING THOSE PORTIONS OF MACY STREET (FORMERLY KNOWN AS AVILA STREET) AS SHOWN AND
14 DEDICATED ON SAID "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D" NOW
15 VACATED BY THE CITY OF LOS ANGELES ORDINANCE NO. 85810 ON FILE IN CITY CLERKS
16 OFFICE OF SAID CITY MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

17 LYING BETWEEN A HORIZONTAL PLANE LOCATED AT THE SPRINGING LINE OF THE MACY STREET
18 SUBWAY STRUCTURE AS SHOWN ON PLANS NOS DL-1303 AND DL-1304 ON FILE IN THE OFFICE
19 OF THE CITY ENGINEER OF SAID CITY OF LOS ANGELES SAID SPRINGING LINE BEING LOCATED
20 AT AN ELEVATION OF 280.00 FEET ABOVE THE OFFICIAL DATUM PLANE OF THE CITY OF LOS
21 ANGELES ADOPTED JULY 1, 1925, BY ORDINANCE NO. 52222 AND A HORIZONTAL PLANE AT AN
22 ELEVATION OF 327.00 FEET ABOVE SAID OFFICIAL DATUM PLANE INCLUDED WITHIN THE
23 VERTICAL PROJECTIONS OF THE HEREINAFTER DESCRIBED BOUNDARIES:

24 BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF AVILA STREET, 60 FEET
25 WIDE, WITH THE SOUTHWESTERLY LINE OF MACY STREET, AS SAID STREETS ARE SHOWN ON MAP
26 OF TRACT NO. 10151, RECORDED IN BOOK 157, PAGES 45, 46 AND 47, OF MAPS, RECORDS OF
27 SAID COUNTY; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF MACY STREET, AS
28 SHOWN ON SAID MAP OF TRACT NO. 10151, A DISTANCE OF 436.34 FEET TO THE FACE OF THE
29 WEST PORTAL OF SAID SUBWAY STRUCTURE; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID
30 SOUTHWESTERLY LINE OF MACY STREET AND ALONG THE FACE OF SAID WEST PORTAL A
31 DISTANCE OF 00 FEET TO A POINT IN THE NORTHEASTERLY LINE OF MACY STREET AS SHOWN
32 ON SAID MAP OF TRACT NO. 10151; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE
33 OF MACY STREET AS SHOWN ON MAP OF SAID TRACT NO. 10151 A DISTANCE OF 504.50 FEET
34 TO THE FACE OF THE EAST PORTAL OF SAID SUBWAY STRUCTURE; THENCE SOUTHWESTERLY AT
35 RIGHT ANGLES TO SAID NORTHEASTERLY LINE, ALONG THE FACE OF SAID EAST PORTAL TO THE
36 SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET AS SHOWN ON
37 SAID MAP OF TRACT NO. 10151; THENCE NORTHWESTERLY ALONG SAID PROLONGED LINE 7.64
38 FEET TO THE SOUTHEASTERLY LINE OF SAID AVILA STREET; THENCE SOUTHWESTERLY ALONG
39 SAID SOUTHEASTERLY LINE OF AVILA STREET TO A POINT IN A LINE PARALLEL WITH AND
40 DISTANT 10 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY
41 PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET; THENCE NORTHWESTERLY ALONG
42 SAID PARALLEL LINE TO THE NORTHWESTERLY LINE OF SAID AVILA STREET; THENCE
43 NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

44 EXCEPTING THAT SPACE BETWEEN SAID HORIZONTAL PLANE AT ELEVATION OF 200.00 FEET AND
45 THE SOFFIT OF SAID STRUCTURE AS SHOWN ON SAID PLANS.

46 PARCEL 3:

47 THOSE PORTIONS OF THE R.M. BAKER TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS
48 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60 PAGE 11 OF
49 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY
50 TOGETHER WITH THOSE PORTIONS OF THE BAUCHET TRACT, IN SAID CITY, COUNTY AND STATE,
51 AS PER MAP RECORDED IN BOOK 37 PAGES 29 AND 30 OF MISCELLANEOUS RECORDS, IN SAID
52 RECORDERS OFFICE TOGETHER WITH THOSE PORTIONS OF THE SEPULVEDA VINEYARD TRACT, IN
53 SAID CITY, COUNTY, AND STATE, FILED IN CASE NO. 33773 SUPERIOR COURT, LOS ANGELES
54 COUNTY, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 1422 PAGE 193 OF DEEDS IN
55 SAID RECORDERS OFFICE, TOGETHER WITH THOSE PORTIONS OF TRACT NO. 183, IN SAID
56 CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 15 PAGE 160 OF MAPS, TOGETHER

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October 29, 1993

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

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

7 BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 3 OF SAIO R.H. BAKER TRACT; THENCE
8 NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 3 TO 16 INCLUSIVE OF SAID R.H.
9 BAKER TRACT TO A POINT, SAID POINT BEING DISTANCE THEREON SOUTH 71 DEGREES 03
10 MINUTES 10 SECONDS EAST 19.35 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 17 OF
11 SAIO R.H. BAKER; THENCE NORTH 31 DEGREES 42 MINUTES 00 SECONDS EAST 175.95 FEET TO
12 A POINT IN THE NORTHERLY LINE OF LOT 63 OF SAID BAUCHET TRACT, SAIO LAST MENTIONED
13 POINT BEING DISTANT THEREON SOUTH 87 DEGREES 20 MINUTES 10 SECONDS EAST 24.03 FEET
14 FROM THE NORTHWEST CORNER OF SAID LOT 63; THENCE CONTINUING NORTH 31 DEGREES 42
15 MINUTES 00 SECONDS EAST TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY
16 LINE OF LOT 50 OF SAID BAUCHET TRACT; THENCE ALONG SAID NORTHEASTERLY LINE AND ITS
17 PROLONGATION THEREOF NORTH 48 DEGREES 31 MINUTES 40 SECONDS WEST TO THE MOST
18 NORTHERLY CORNER OF SAID LOT 50; THENCE NORTHEASTERLY ALONG NORTHWESTERLY LINES OF
19 LOTS 30, 31, 32, 33, 47, 48, AND 49 OF SAID BAUCHET TRACT AND IT'S PROLONGATIONS
20 THEREOF TO AND ALONG THE SOUTHEASTERLY LINE OF THE LANO AS DESCRIBED IN THE DECREE
21 OF DECLARATION OF TAKING ENTERED IN UNITED STATES DISTRICT COURT, SOUTHERN
22 DISTRICT OF CALIFORNIA, CENTRAL DIVISION CASE NO. 12792-WB CIVIL, A CERTIFIED COPY
23 OF WHICH WAS RECORDED AUGUST 30, 1951 AS INSTRUMENT NO. 2857 IN BOOK 37112 PAGE
24 408 OF OFFICIAL RECORDS OF SAID COUNTY, AND AMENDMENT WAS ENTERED IN SAID CASE NO.
25 12792-WB CIVIL, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 20, 1963, AS
26 INSTRUMENT NO. 4499 IN BOOK 0-2152 PAGE 291 OFFICIAL RECORDS OF SAID COUNTY, TO
27 THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF THE LANO AS DESCRIBED
28 IN THE DEED TO THE CITY OF LOS ANGELES RECORDED AUGUST 6, 1937, AS INSTRUMENT NO.
29 1103 OF OFFICIAL RECORDS OF SAIO COUNTY; THENCE NORTHWESTERLY ON SAID LAST
30 MENTIONED PROLONGATION TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE
31 OF THE LANO AS DESCRIBED IN PARCEL 50 IN THE FINAL ORDER OF CONDEMNATION ENTERED
32 IN THE LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 400042, A CERTIFIED COPY OF
WHICH WAS RECORDED SEPTEMBER 16, 1939 AS INSTRUMENT NO. 1179 IN BOOK 14331 PAGE
376 OF OFFICIAL RECORDS OF SAIO COUNTY; THENCE NORTHEASTERLY ALONG SAID
NORTHWESTERLY LINE AND IT'S PROLONGATIONS THEREOF TO THE SOUTHWESTERLY LINE OF LOT
D OF SAIO SEPULVEDA VINEYARD TRACT; THENCE NORTHWESTERLY ALONG SAIO LAST MENTIONED
SOUTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF LOT 3 OF SAIO GARDEN OF FRANK
SABICHI ESQ.; THENCE NORTHWESTERLY AND EASTERLY ALONG THE SOUTHWESTERLY AND
NORTHERLY LINES OF SAIO LOT 3 TO AN ANGLE POINT IN THE NORTHERLY LINE LOT D OF
SAIO SEPULVEDA VINEYARD TRACT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAIO
LOT D TO THE NORTHWEST CORNER OF LOT 1 OF TRACT NO. 27145, AS PER MAP RECORDED IN
BOOK 720 PAGES 24 AND 25 OF MAPS, IN SAIO RECORDERS OFFICE; THENCE ALONG THE
BOUNDARIES OF SAIO TRACT NO. 27145 AS FOLLOWS SOUTH 34 DEGREES 41 MINUTES 14
SECONDS EAST 26.13 FEET, SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE
SOUTHEASTERLY AND HAVING A RADIUS OF 554.80 FEET, THROUGH CENTRAL ANGLE OF 16
DEGREES 30 MINUTES 00 SECONDS AN ARC DISTANCE OF 159.77 FEET, SOUTHWESTERLY ALONG
A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 532.96 FEET THROUGH
CENTRAL ANGLE OF 29 DEGREES 55 MINUTES 13 SECONDS AN ARC DISTANCE OF 278.32 FEET,
SOUTH 32 DEGREES 37 MINUTES 56 SECONDS WEST 150.35 FEET, SOUTH 24 DEGREES 51
MINUTES 06 SECONDS WEST 407.96 FEET, SOUTH 40 DEGREES 22 MINUTES 34 SECONDS EAST
272.89 FEET AND SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY AND
HAVING A RADIUS OF 40.00 THROUGH CENTRAL ANGLE OF 67 DEGREES 58 MINUTES 25 SECONDS
AN ARC DISTANCE OF 47.45 FEET TO THE POINT OF TANGENCY WITH THE SOUTHEASTERLY LINE
OF LOT 7 OF SAID BAUCHET TRACT; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES
OF LOTS 7, 9, 11, 13, 15, 17, 19, 21, 23 AND 25 OF SAID BAUCHET TRACT TO A LINE
THAT IS PARALLEL WITH DISTANCE 58.00 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM
THAT CERTAIN COURSE AS RECITED IN THE DEED TO THE CITY OF LOS ANGELES RECORDED
APRIL 22, 1938 AS INSTRUMENT NO. 999 OF OFFICIAL RECORDS OF SAIO COUNTY AS HAVING
A BEARING AND LENGTH OF SOUTH 02 DEGREES 58 MINUTES 20 SECONDS WEST 121.58 FEET
AND IT'S PROLONGATIONS THEREOF; THENCE SOUTHERLY ALONG SAIO PARALLEL LINE TO THE
EASTERLY LINE OF LOT 36 OF SAIO BAUCHET TRACT; THENCE SOUTHERLY ALONG THE EASTERLY

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October 29, 1993

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

2 LINES OF LOTS 36 AND 54 AND ITS PROLONGATIONS THEREOF TO AND ALONG THE EASTERLY

3 LINES OF LOTS 1, 2, 3, AND 4 OF SAID R.H. BAKER TRACT TO THE POINT OF BEGINNING.

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

5 BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 17 OF SAID BAUCHET TRACT; THENCE

6 NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOTS 13 AND 15 OF SAID BAUCHET TRACT

7 TO THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTHEASTERLY ALONG THE

8 NORTHEASTERLY LINE OF SAID LOT 13 TO THE MOST EASTERLY CORNER OF SAID LOT 13;

9 THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES OF SAID LOTS 13 AND 15 TO A

10 POINT, SAID POINT BEING DISTANCE THEREON 8.63 FEET NORTHEASTERLY FROM THE MOST

11 SOUTHERLY CORNER OF SAID LOT 13; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT

12 IN THE NORTHEASTERLY LINE OF SAID LOT 17, SAID LAST MENTIONED POINT BEING DISTANCE

13 THEREON 11.99 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 17; THENCE

14 NORTHWESTERLY IN A DIRECT LINE TO A POINT IN THE NORTHWESTERLY LINE OF SAID LOT

15 17, SAID LAST MENTIONED POINT BEING DISTANCE THEREON 5.44 FEET SOUTHWESTERLY FROM

16 THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE 5.44

17 FEET TO THE POINT OF BEGINNING.

18 ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN LOT 46 OF SAID

19 BAUCHET TRACT.

20 TOGETHER WITH THOSE PORTIONS OF BAUCHET STREET (60.00 FEET WIDE) AS SHOWN ON SAID

21 MAP OF BAUCHET TRACT TITLE OF WHICH PASSES WITH LEGAL CONVEYANCE OF SAID LAND.

22 PARCEL 5:

23 THOSE PORTIONS OF THE SEPULVEDA VINEYARD TRACT IN THE CITY OF LOS ANGELES, IN THE

24 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN CASE NO. JJ773 SUPERIOR

25 COURT, LOS ANGELES COUNTY, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 1422 PAGE

26 193 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH

27 THOSE PORTIONS OF TRACT NO. 38D1, IN SAID CITY, COUNTY, AND STATE, AS PER MAP

28 RECORDED IN BOOK 4D PAGE 94 OF MAPS, IN SAID RECORDERS OFFICE, TOGETHER WITH THOSE

29 PORTIONS OF THE CITY LANDS, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON MAP

30 RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS

31 OFFICE, DESCRIBED AS A WHOLE AS FOLLOWS:

32 BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT A OF TRACT 38D1, AS PER MAP RECORDED

IN BOOK 4D PAGE 94 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE FROM SAID POINT OF BEGINNING NORTH 30 DEGREES 04 MINUTES 15 SECONDS WEST

ALONG THE EASTERLY LINE OF SAID LOT A DISTANCE OF 21.64 FEET TO AN INTERSECTION

WITH A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 585.00 FEET, THE RADIAL

LINE AT SAID POINT OF INTERSECTION BEARING NORTH 12 DEGREES 43 MINUTES 59 SECONDS

WEST, SAID POINT OF INTERSECTION ALSO BEING THE TRUE POINT OF BEGINNING; THENCE

WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 34.81 FEET TO A POINT OF

TANGENCY WITH A LINE BEARING SOUTH 80 DEGREES 40 MINUTES 35 SECONDS WEST, THE

RADIAL LINE AT SAID POINT OF TANGENCY BEARING NORTH 9 DEGREES 19 MINUTES 25

SECONDS WEST; THENCE SOUTH 80 DEGREES 40 MINUTES 35 SECONDS WEST A DISTANCE OF

359.74 FEET TO A POINT 52 FEET NORTHERLY MEASURED AT RIGHT ANGLES TO THE CENTER

LINE OF ALHAMBRA AVENUE, VACATED; THENCE SOUTH 63 DEGREES 07 MINUTES 30 SECONDS

WEST ALONG A LINE 52 FEET NORTHERLY OF AND PARALLEL TO SAID CENTER LINE OF

ALHAMBRA AVENUE, VACATED, A DISTANCE OF 160.00 FEET TO AN ANGLE POINT; THENCE

NORTH 89 DEGREES 43 MINUTES 20 SECONDS WEST A DISTANCE OF 80.31 FEET TO A POINT

62.00 FEET NORTHERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID

ALHAMBRA AVENUE, VACATED; THENCE SOUTH 83 DEGREES 07 MINUTES 30 SECONDS WEST ALONG

A LINE 62.00 FEET NORTHERLY OF AND PARALLEL TO SAID CENTER LINE OF ALHAMBRA

AVENUE, VACATED, A DISTANCE OF 127.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO

THE SOUTH AND HAVING A RADIUS OF 593.00 FEET, THE RADIAL LINE AT SAID BEGINNING OF

CURVE BEARING NORTH 6 DEGREES 52 MINUTES 30 SECONDS WEST; THENCE WESTERLY ALONG

THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18 DEGREES 10 MINUTES 00

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

2 SECONOS, AN ARC DISTANCE OF 188.02 FEET; THENCE TANGENT TO SAIO CURVE SOUTH 64
3 DEGREES 57 MINUTES 30 SECONDS WEST 151.33 FEET TO A POINT IN THE WESTERLY LINE OF
4 ALHAMBRA AVENUE, VACATED; THENCE SOUTH 46 DEGREES 59 MINUTES 40 SECONDS WEST ALONG
5 SAIO WESTERLY LINE OF DISTANCE OF 59.00 FEET TO THE SOUTHERLY LINE OF ALHAMBRA
6 AVENUE, VACATED; THENCE NORTH 83 DEGREES 07 MINUTES 30 SECONOS EAST ALONG SAIO
7 SOUTHERLY LINE TO THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHERLY
8 LINE OF LOT 1 OF TRACT 27145, AS PER MAP RECORDED IN BOOK 720 PAGES 24 AND 25 OF
9 MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A
10 LENGTH OF 498.09 FEET; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1
11 BEING A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 543.14 FEET AN ARC DISTANCE
12 OF 265.72 FEET TO THE NORTHWESTERLY LINE OF LOT 10 OF TRACT 10151, AS PER MAP
13 RECORDED IN BOOK 157 PAGES 45 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY
14 RECORDER OF SAID COUNTY; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID
15 LOT 10 TO THE SOUTHERLY LINE OF ALHAMBRA AVENUE, VACATED; THENCE NORTH 00 DEGREES
16 07 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY LINE AND ITS PROLONGATION THEREOF
17 TO THE WESTERLY BOUNDARY OF THE OFFICIAL BED OF LOS ANGELES RIVER AS ESTABLISHED
18 BY THE CITY OF LOS ANGELES ORDINANCE NO. 207 (O.S.) ON FILE IN THE CITY OF LOS
19 ANGELES CLERK OFFICE; THENCE NORTHERLY ALONG SAIO WESTERLY BOUNDARY TO THE
20 NORTHERLY LINE OF ALHAMBRA AVENUE NOW VACATED; THENCE WESTERLY ALONG SAID
21 NORTHERLY LINE TO THE NORTHEASTERLY LINE OF BLOOM STREET NOW VACATED; THENCE NORTH
22 30 DEGREES 04 MINUTES 15 SECONOS WEST ALONG THE NORTHEASTERLY LINE OF SAID BLOOM
23 STREET VACATED, TO THE EASTERLY INTERSECTION OF THAT CERTAIN CURVE HEREBEFORE
24 MENTIONED HAVING A RADIUS OF 505.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAIO
25 CURVE TO THE TRUE POINT OF BEGINNING.

26 PARCEL 6:

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

30 EXCEPT THEREFROM THAT PORTION OF SAIO LOT 24, INCLUDED WITHIN THE LAND AS
31 DESCRIBED IN THE DEED TO WILLIAM L. MAULE AND EDNA H. MAULE RECORDED OCTOBER 15,
32 1971, AS INSTRUMENT NO. 202 OF OFFICIAL RECORDS OF SAIO COUNTY.


33 TOGETHER WITH THOSE PORTIONS OF BAUCHET STREET (60.00 FEET WIDE) AND AVILA STREET
34 (60.00 FEET WIDE) BOTH AS SHOWN ON SAIO BAUCHET TRACT, TITLE OF WHICH PASSES WITH
35 LEGAL CONVEYANCE OF SAID LAND.

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

38 PARCEL 7:

39 AN EASEMENT FOR ACCESS OVER THOSE PORTIONS OF AUGUSTA STREET, 40 FEET IN WIDTH,
40 AND DATE STREET, 40 FEET IN WIDTH, AS SHOWN IN LOS ANGELES CITY ENGINEER'S FIELD
41 BOOK 10210 AT PAGES 26, 27 AND 28, DESCRIBED AS FOLLOWS:

42 BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID DATE STREET WITH
43 SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID AUGUSTA STREET;
44 THENCE ALONG SAID NORTHEASTERLY LINE OF AUGUSTA STREET NORTH 56 DEGREES 13 MINUTES
45 30 SECONOS WEST 579.45 FEET; THENCE SOUTH 35 DEGREES 14 MINUTES 00 SECONDS WEST
46 40.01 FEET TO THE SOUTHWESTERLY LINE OF SAID AUGUSTA STREET; THENCE ALONG SAIO
47 SOUTHWESTERLY LINE SOUTH 56 DEGREES 13 MINUTES 30 SECONDS EAST 528.49 FEET TO AN
48 INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID DATE STREET; THENCE ALONG SAID
49 NORTHWESTERLY LINE SOUTH 48 DEGREES 36 MINUTES 40 SECONDS WEST 49.19 FEET; THENCE
50 CONTINUING ALONG SAIO NORTHWESTERLY LINE SOUTH 42 DEGREES 14 MINUTES 15 SECONDS
51 WEST 89.11 FEET; THENCE SOUTH 47 DEGREES 45 MINUTES 45 SECONDS EAST 40 FEET TO THE
52 SOUTHEASTERLY LINE OF SAID DATE STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH
53 42 DEGREES 14 MINUTES 15 SECONOS EAST 86.80 FEET; THENCE CONTINUING ALONG SAID
54 SOUTHEASTERLY LINE NORTH 48 DEGREES 36 MINUTES 40 SECONOS EAST 98.94 FEET TO THE

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 October 29, 1993

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

2 POINT OF BEGINNING.

3 PARCEL 8:

4 THAT PORTION OF THE CITY LANDS, IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA,
 5 AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN
 6 THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING THAT PORTION OF DATE
 7 STREET (FORMERLY KNOWN AS LOVERS LANE 40.00 FEET WIDE) AS NOW ESTABLISHED BY THE
 8 CITY ENGINEER OF SAID CITY, NOW VACATED BY THE CITY OF LOS ANGELES ORDINANCE NO.
 9 07332 ON FILE IN THE CITY CLERKS OFFICE OF SAID CITY, MORE PARTICULARLY DESCRIBED
 10 AS A WHOLE AS FOLLOWS:

11 LYING BETWEEN A HORIZONTAL PLANE LOCATED AT THE SPRINGING LINE OF VIGNES STREET
 12 SUBWAY STRUCTURES, AS SHOWN ON PLANS NOS. D-4322 AND D-4323 ON FILE IN THE OFFICE
 13 OF THE CITY ENGINEER OF SAID CITY OF LOS ANGELES, SAID SPRINGING LINE BEING
 14 LOCATED AT AN ELEVATION OF 202.66 FEET ABOVE THE OFFICIAL DATUM PLANE OF SAID CITY
 15 OF LOS ANGELES ADOPTED JULY 1, 1925, BY ORDINANCE NO. 52.222, AND A HORIZONTAL
 16 PLANE AT AN ELEVATION OF 329 FEET ABOVE SAID OFFICIAL DATUM PLANE INCLUDED WITHIN
 17 THE VERTICAL PROJECTIONS OF THE HEREINAFTER DESCRIBED BOUNDARIES EXCEPTING THAT
 18 SPACE BETWEEN SAID HORIZONTAL PLANE AT ELEVATION 202.66 FEET AND THE SOFFIT OF
 19 SAID STRUCTURE, AS SHOWN ON SAID PLANS:

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

23 PARCEL 9:

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

28 BEGINNING AT THE INTERSECTION OF A LINE THAT IS PARALLEL WITH AND A DISTANCE OF
 29 60.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) TO THE EASTERLY LINE OF LOT 9 IN
 30 SAID BLOCK D WITH THE NORTHERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 71955-1
 31 (MENDO) IN THE FINAL ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES, COUNTY
 32 SUPERIOR COURT CASE NO. C416021, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11,
 1907, DOCUMENT NO. D7-366265 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY
 ALONG SAID PARALLEL LINE A DISTANCE OF 101.00 FEET TO A POINT; SAID POINT BEING
 DISTANT THEREON 10.00 FEET NORTHERLY FROM THE INTERSECTION OF SAID PARALLEL LINE
 WITH THE SOUTHERLY LINE OF LOT 11 IN SAID BLOCK D; THENCE SOUTHWESTERLY ALONG A
 DIRECT LINE TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 11, SAID LAST MENTIONED
 POINT BEING DISTANT THEREON 70.00 FEET FROM THE SOUTHEAST CORNER OF LOT 9 IN SAID
 BLOCK D; THENCE EASTERLY ALONG THE SOUTHERLY LINES OF SAID LOTS 9 AND 11, A
 DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTHERLY
 ALONG THE EASTERLY LINE OF SAID LOT 9 TO THE NORTHWESTERLY LINE OF SAID BLOCK D
 THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINES TO SAID HEREINABOVE MENTIONED
 PARALLEL LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.
 EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING NORTHERLY OF THE WESTERLY PROLONGATION OF THE NORTHERLY
 LINE OF THE LAND DESCRIBED IN PARCEL 71779-1 OF INSTRUMENT NO. 88-422827 OF SAID OFFICIAL RECORDS.

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

30 
 31 Robert L. Mollenhauer, PLS No. 2996



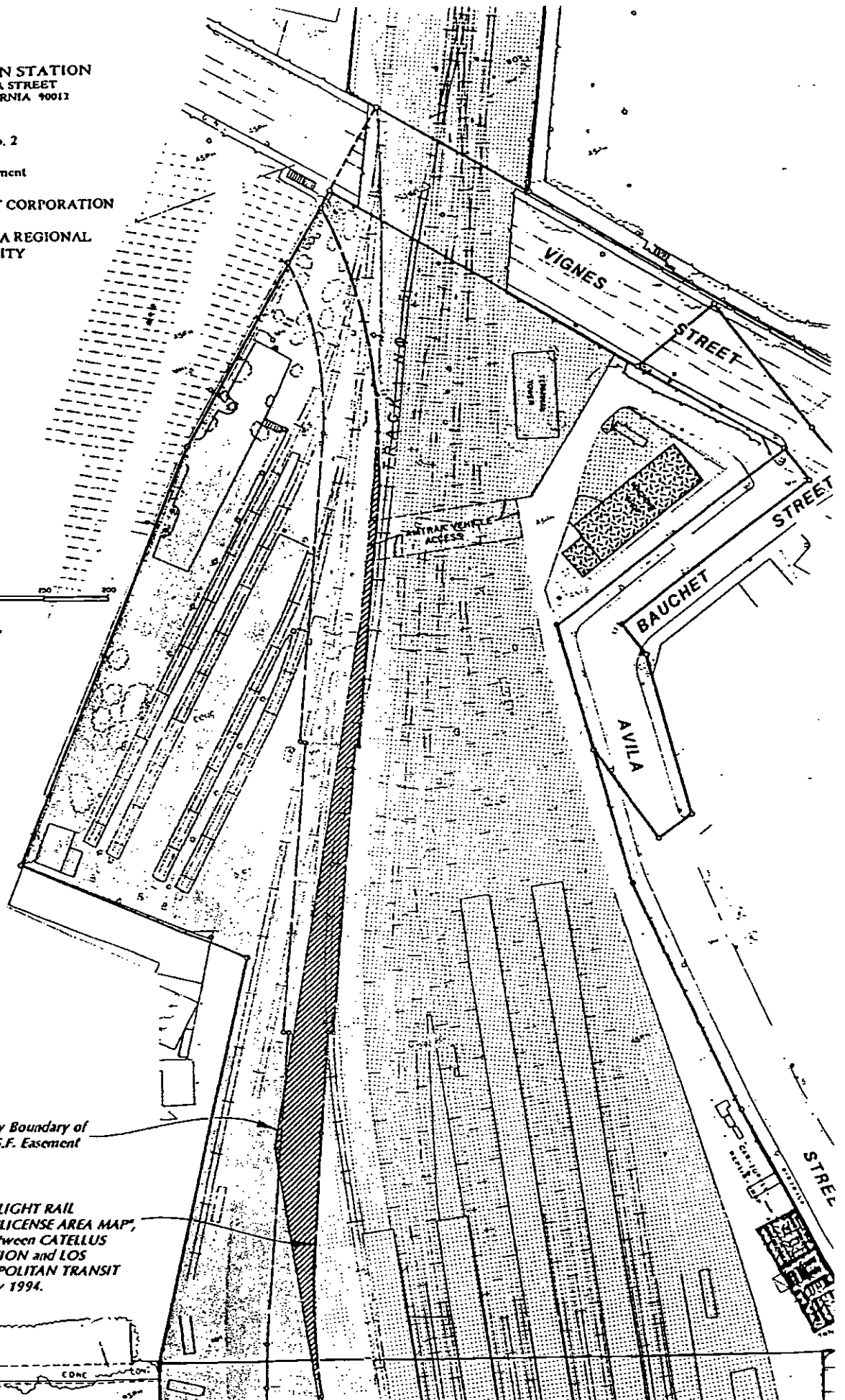
THIS DESCRIPTION
 PREPARED BY MLM
 CHECKED MLM
 TYPED MLM
 COMPARED MLM
 JOB 15861

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

Exhibit 'C'
Amendment No. 2
to
Easement Agreement
Between
CATELLUS DEVELOPMENT CORPORATION
and
SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY

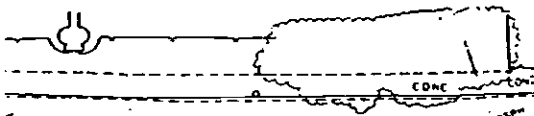


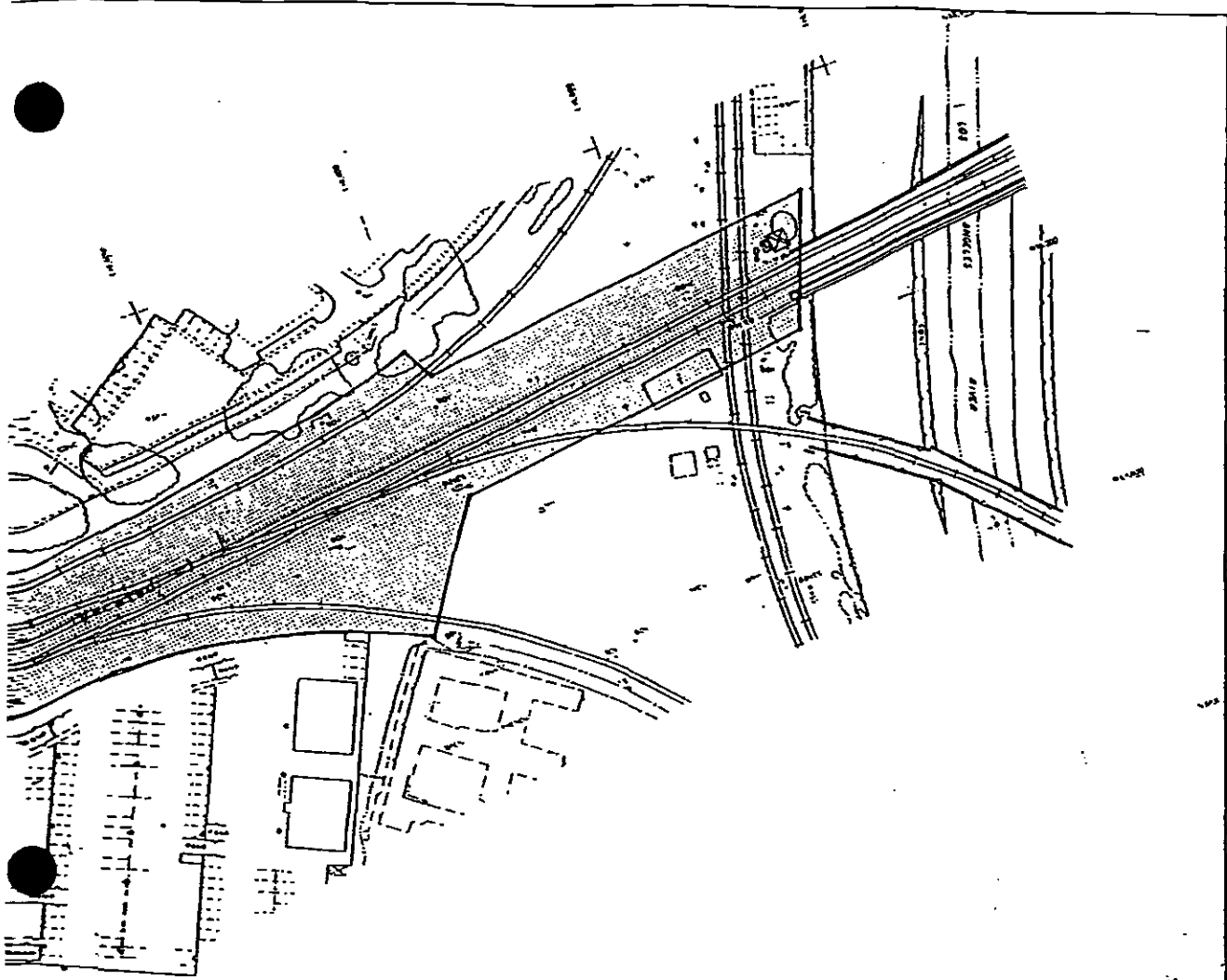
SCALE: 1" = 100'



Westerly Boundary of
A.T. & S.F. Easement

Easterly Line of PASADENA LIGHT RAIL
EXCLUSIVE EASEMENT per "LICENSE AREA MAP",
Exhibit "G" to Agreement Between CATELLUS
DEVELOPMENT CORPORATION and LOS
ANGELES COUNTY METROPOLITAN TRANSIT
AUTHORITY, dated February 1994.





LOS ANGELES UNION STATION
 500 NORTH ALAMEDA STREET, LOS ANGELES, CALIFORNIA 90012

"COMMON AREA and EASEMENT AREA MAP"
 Exhibit 'B'

Amendment No. 2

to

Easement Agreement










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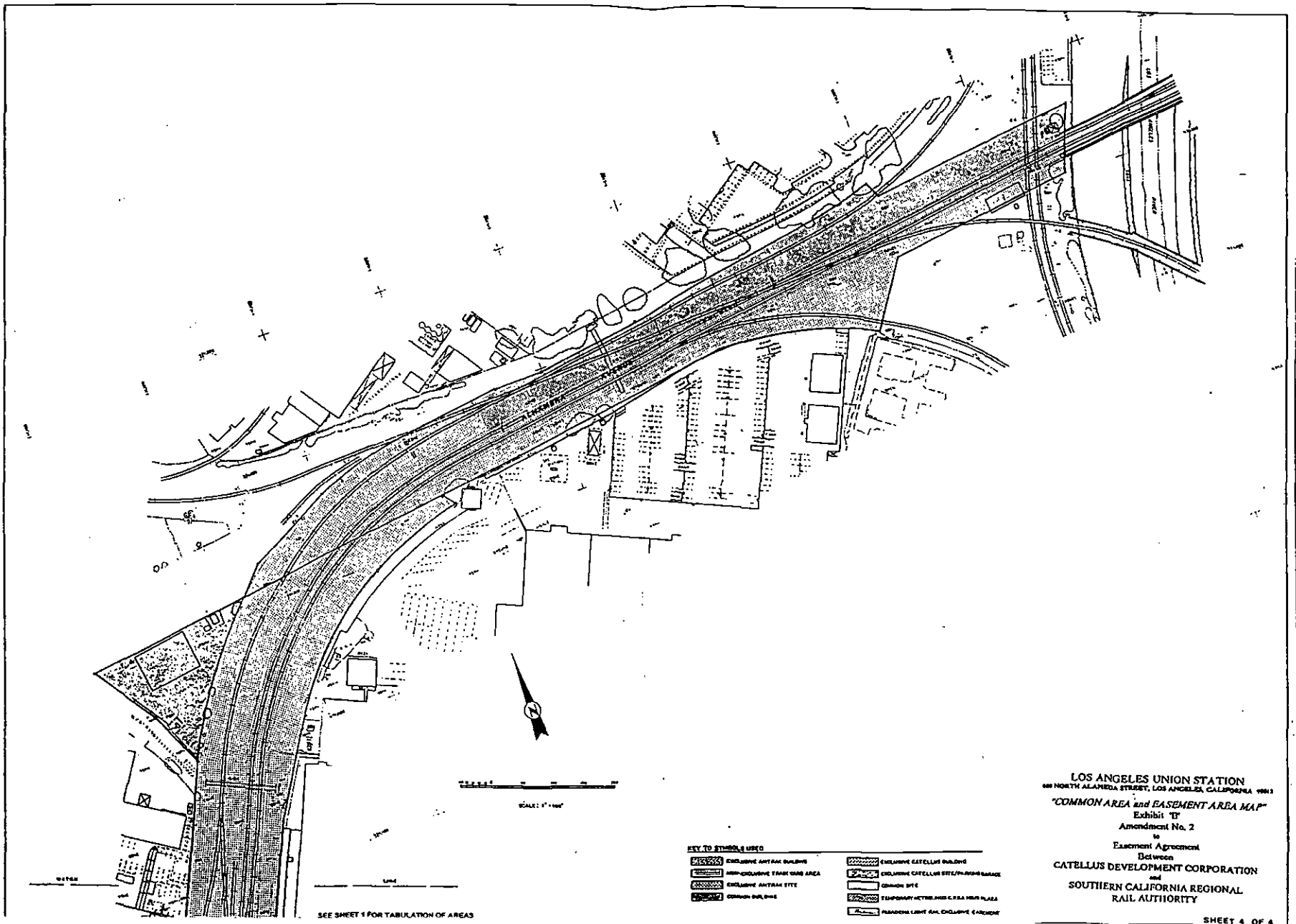
CATELLUS DEVELOPMENT CORPORATION

and

SOUTHERN CALIFORNIA REGIONAL
 RAIL AUTHORITY

KEY TO SYMBOLS USED

 EXCLUSIVE AMTRAK BUILDING	 EXCLUSIVE CATELLUS BUILDING
 NON-EXCLUSIVE TRAM YARD AREA	 EXCLUSIVE CATELLUS SITE/PARKING GARAGE
 EXCLUSIVE AMTRAK SITE	 COMMON SITE
 COMMON BUILDING	 TEMPORARY METROLINKS C.R.R.A. BUS PLAZA
	 PASADENA LIGHT RAIL EXCLUSIVE EASEMENT



SEE SHEET 1 FOR TABULATION OF AREAS

KEY TO SYMBOLS USED

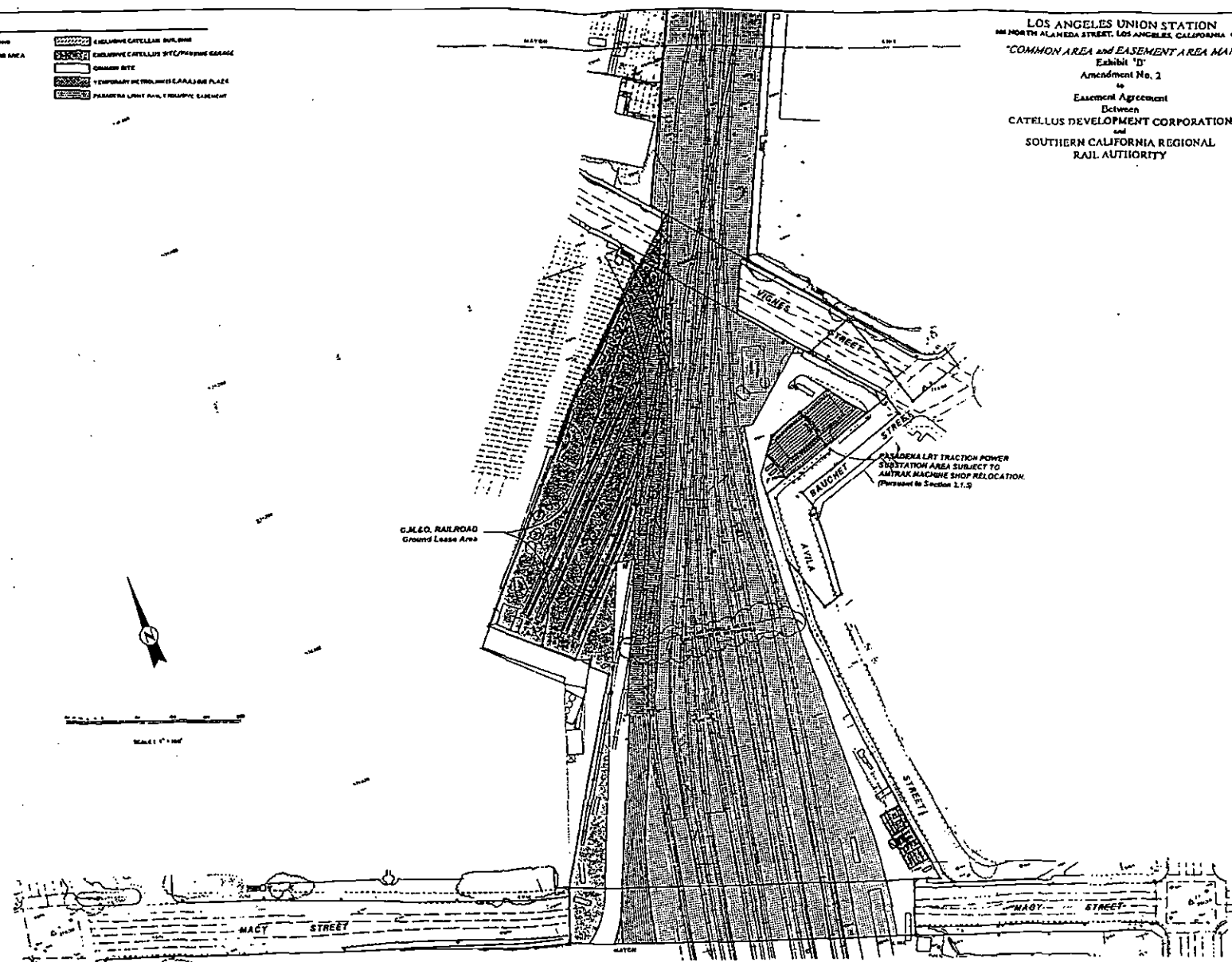
	EXCLUSIVE ANTRAM BUILDING		EXCLUSIVE CASTELLUS BUILDING
	NON-EXCLUSIVE TRANK WARB AREA		EXCLUSIVE CASTELLUS SITE/TRANK WARB GARAGE
	EXCLUSIVE ANTRAM SITE		COMMON SITE
	COMMON BUILDING		TEMPORARY CASTELLUS PLAZA AREA PLAZA
			PASADENA LANE RAIL OVERLAP EASEMENT

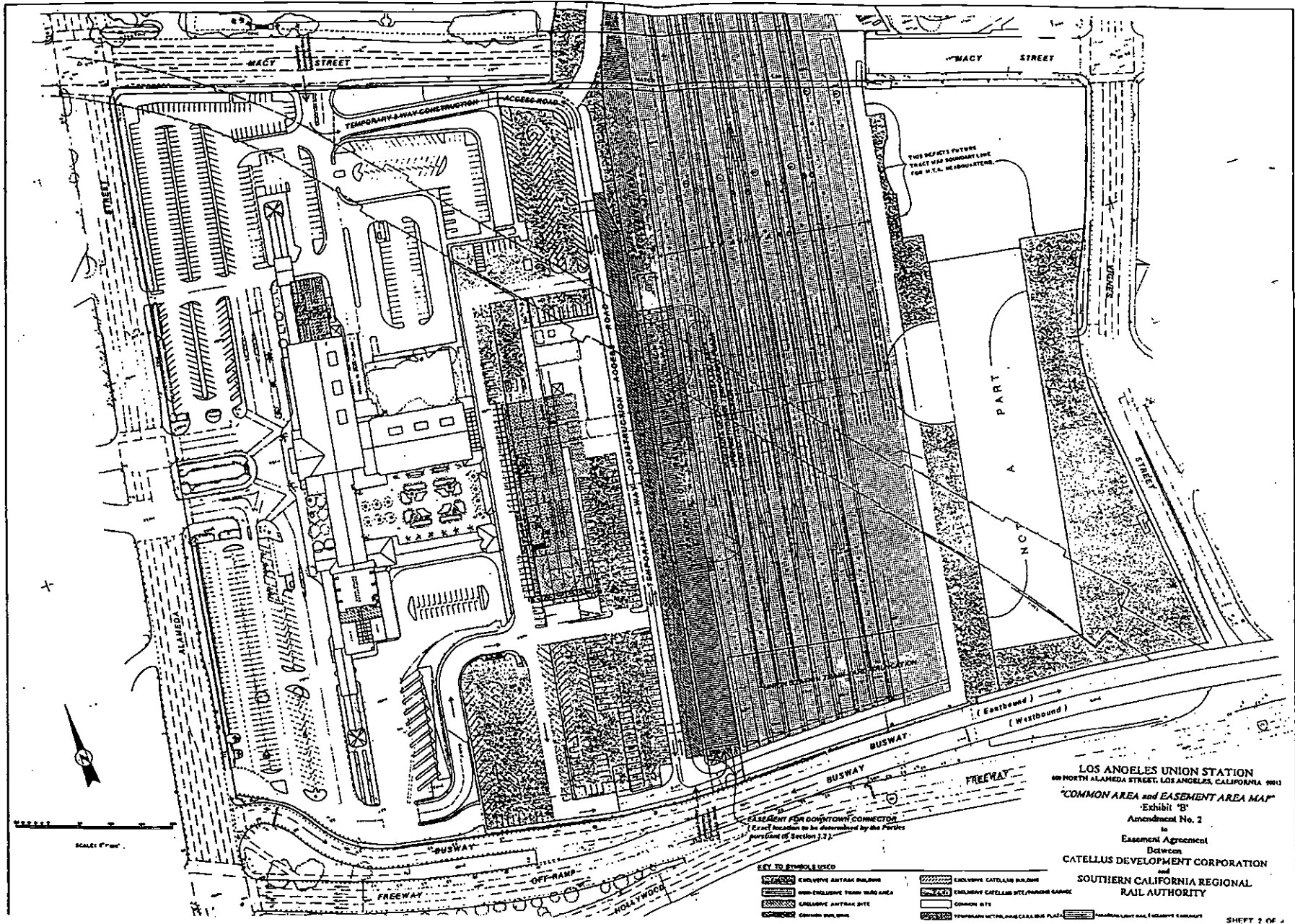
LOS ANGELES UNION STATION
 600 NORTH ALAMEDA STREET, LOS ANGELES, CALIFORNIA 90013
 "COMMON AREA and EASEMENT AREA MAP"
 Exhibit "T"
 Amendment No. 2
 to
 Easement Agreement
 Between
 CATELLUS DEVELOPMENT CORPORATION
 and
 SOUTHERN CALIFORNIA REGIONAL
 RAIL AUTHORITY

KEY TO SYMBOLS USED

	EXCLUSIVE AIRLINE BUILDING		EXCLUSIVE CATERPILLAR BUILDING
	NON-EXCLUSIVE TRUCK YARD AREA		EXCLUSIVE CATERPILLAR SITE/STORAGE GARAGE
	EXCLUSIVE AIRLINE SITE		COMMON SITE
	COMMON BUILDING		TEMPORARY ENCLOSED CANAL/DRAIN PLACE
			PERMANENT LIGHT POLE, TEMPORARY EASEMENT

LOS ANGELES UNION STATION
 485 NORTH ALAMEDA STREET, LOS ANGELES, CALIFORNIA 90012
 "COMMON AREA and EASEMENT AREA MAP"
 Exhibit 'D'
 Amendment No. 2
 to
 Easement Agreement
 Between
 CATELLUS DEVELOPMENT CORPORATION
 and
 SOUTHERN CALIFORNIA REGIONAL
 RAIL AUTHORITY

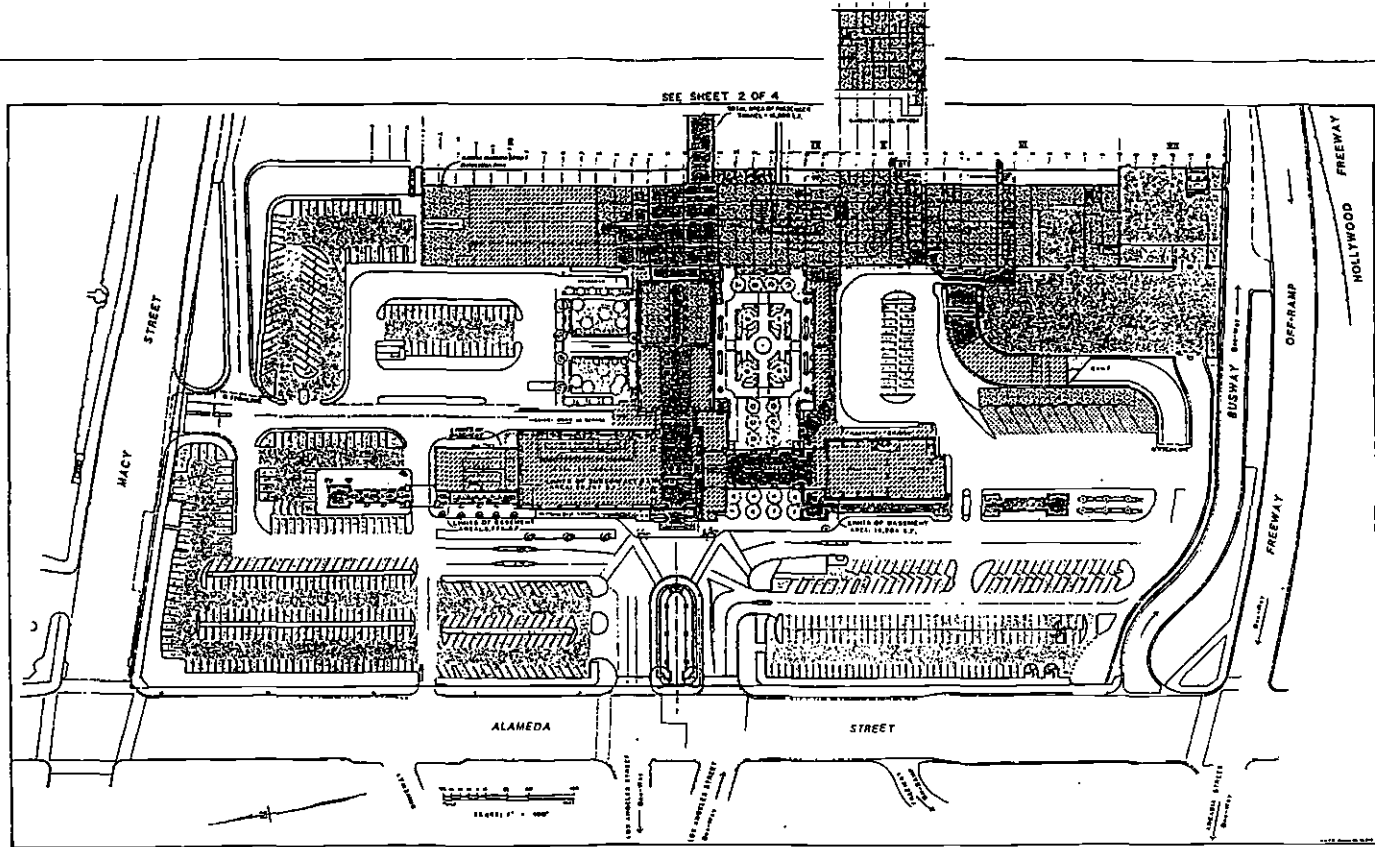




LOS ANGELES UNION STATION
 600 NORTH ALAMEDA STREET, LOS ANGELES, CALIFORNIA 90012
"COMMON AREA and EASEMENT AREA MAP"
 Exhibit "B"
 Amendment No. 2
 Easement Agreement
 Between
CATELLUS DEVELOPMENT CORPORATION
 and
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

KEY TO SYMBOLS USED

- | | |
|--------------------------|---|
| ENCLAVE ANTARES BUILDING | ENCLAVE CATELLUS BUILDING |
| ENCLAVE TRAIN YARD AREA | ENCLAVE CATELLUS BLDG./PAVED GARAGE |
| ENCLAVE ANTARES SITE | COMMON R/W |
| COMMON BUS, BLDG. | TEMPORARY UTILITY, POLE, CABLE BUS, PLAT. |
| | BUILDING FOOTPRINT, EASEMENT, ENCUMBRANCE |



SEE SHEET 2 OF 4

REGULATION OF AREAS						
TYPE	SHEET 1	SHEET 2	SHEET 3	TOTAL	NOTES	REMARKS
[Symbol]	14,313 S.F.	16,200 S.F.	9,770 S.F.	40,283 S.F.		EXCLUSIVE AMTRAK BUILDING
[Symbol]	0 S.F.	37,726 S.F.	212,170 S.F.	250,000 S.F.		NON-EXCLUSIVE TRAM YARD AREA
[Symbol]	15,700 S.F.	0 S.F.	0 S.F.	15,700 S.F.	Includes Proposed Shared Area of 10,700 S.F.	COMMON BUILDING 2-6
[Symbol]	10,210 S.F.	0 S.F.	0 S.F.	10,210 S.F.		EXCLUSIVE CATELLUS BUILDING
[Symbol]	10,210 S.F.	17,630 S.F.	10,051 S.F.	37,891 S.F.		EXCLUSIVE CATELLUS SITE/ PARKING GARAGE
[Symbol]	10,210 S.F.	10,051 S.F.	15,700 S.F.	35,961 S.F.	2 Includes portion in common	COMMON SITE 2-6
[Symbol]	0 S.F.	7,170 S.F.	0 S.F.	7,170 S.F.		EXCLUSIVE AMTRAK SITE
[Symbol]	0 S.F.	14,100 S.F.	0 S.F.	14,100 S.F.		TEMPORARY METRO/AMTRAK TRACKS & BUS PLAZA
[Symbol]	0 S.F.	10,000 S.F.	10,000 S.F.	20,000 S.F.		EXCLUSIVE EASEMENT

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

- KEY TO SYMBOLS USED
- [Symbol] EXCLUSIVE AMTRAK BUILDING
 - [Symbol] NON-EXCLUSIVE TRAM YARD AREA
 - [Symbol] EXCLUSIVE AMTRAK SITE
 - [Symbol] COMMON BUILDING
 - [Symbol] TEMPORARY METRO/AMTRAK TRACKS & BUS PLAZA
 - [Symbol] PASADENA LIGHT RAIL EXCLUSIVE EASEMENT
 - [Symbol] EXCLUSIVE CATELLUS BUILDING
 - [Symbol] EXCLUSIVE CATELLUS SITE/PARKING GARAGE
 - [Symbol] COMMON SITE
 - [Symbol] PORTION OF 10,210 S.F. COMMON BUILDING

NOTE: 1/4 IS PART OF COMMON AREA.

LOS ANGELES UNION STATION
 100 NORTH ALAMEDA STREET, LOS ANGELES, CALIFORNIA 90012
 "COMMON AREA and EASEMENT AREA MAP"
 Exhibit "D"
 Amendment No. 2
 is
 Easement Agreement
 Between
 CATELLUS DEVELOPMENT CORPORATION
 and
 SOUTHERN CALIFORNIA REGIONAL
 RAIL AUTHORITY

PA 010
1

RECORDING REQUESTED BY

Los Angeles County Metropolitan
Transportation Authority
818 West Seventh Street, Suite 700
Los Angeles, California 90017

94 860549

AND WHEN RECORDED RETURN TO:

Velma Marshall
Manager, Real Estate Division
Metropolitan Transit Authority
818 West Seventh Street, 10th Floor
Los Angeles, California 90017

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN. 1 P.M. MAY 4 1994
PAST

This document is exempt from documentary transfer tax
(Revenue and Taxation Code § 11922) and recording fees
(Government Code § 27383)

FREE C

210

EASEMENT, CONSTRUCTION LICENSE

AND RIGHT OF ENTRY AGREEMENT

BETWEEN

CATELLUS DEVELOPMENT CORPORATION

AND

THE LOS ANGELES COUNTY

METROPOLITAN TRANSPORTATION AUTHORITY

Covering certain real property situated in:

City of Los Angeles
County of Los Angeles
State of California

Dated as of March 31, 1994

✓

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EASEMENT, CONSTRUCTION LICENSE
AND RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the 31st day of March, 1994 (the "Effective Date") by and between CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation (together with its successors and assigns, "Catellus"), and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation commission existing under the authority of Section 130050.2 *et. seq.* of the California Public Utilities Code (together with its permitted successors and assigns, "MTA"), as follows:

R E C I T A L S

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

B. In connection with its operation of commuter railroad passenger trains, and in order to provide mass transit within certain portions of Southern California, MTA intends to engage in the operation of the Pasadena Light Rail ("Pasadena Light Rail" or "PLR"). The PLR is intended to operate from Pasadena to Union Station, with a possible future extension south to connect to the existing Blue Line light rail route to Long Beach ("Downtown Connector"). MTA desires to utilize Union Station as a primary commuter passenger terminal within the City of Los Angeles in connection with its operation of the Pasadena Light Rail.

C. Catellus desires to grant to MTA a construction license and right of entry, an exclusive easement over Platform 1 at Union Station, the two tracks adjacent thereto and over certain other areas, and a non-exclusive easement over and upon certain other portions of Union Station, upon and subject to the terms and provisions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

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

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

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

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

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

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

1.6 AT&SF Easement. "AT&SF Easement" means that certain Union Station Easement Agreement between Catellus and AT&SF dated December 21, 1990 and effective as of November 30, 1990, and any amendments, extensions or renewals thereof.

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

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

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

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

1.11 Common Area Expenses. "Common Area Expenses" means those costs actually incurred by Catellus which are reasonably required or appropriate for, and incident to, the operation of the structures and grounds included in the Common Area or any portion thereof, including, but not limited to, reserve and replacement funds and real property taxes and assessments (except that MTA shall pay no such real property taxes attributable to any building constructed within the air rights over Union Station). A list of the categories of such costs as of the date hereof is set forth in Exhibit C hereto. All other categories of costs, including, but not limited to, those listed in Exhibit K hereto, shall not be Common Area Expenses unless otherwise agreed by Catellus and MTA. In the event of any change in such categories after the date hereof that is agreed to by Catellus and MTA, this Agreement shall be amended by addition of a new exhibit to reflect such change. In the event any of

such expenses are applicable partly to the Common Area and partly to other portions of Union Station, such costs shall be prorated between the Common Area and such other portions by square footage or other appropriate means, as reasonably determined by Catellus. The Joint Management Committee shall from time to time consider whether Catellus has accurately calculated the square footage of each of the Exterior Common Area, Interior Common Area and Tunnel Common Area, as set forth in Exhibit C, and other relevant areas of Union Station. Common Area Expenses shall not include any expenses paid directly by MTA as a part of its operations or otherwise, but the foregoing shall not be construed to imply that MTA has any right to perform modification or improvement work to or in the Common Area other than in accordance with Section 8 of this Agreement.

1.12 Construction License and Right of Entry. "Construction License and Right of Entry", or "Construction License", means that certain non-exclusive license and right of entry granted by Catellus to MTA over and upon the License Area, the Temporary Road and the Metrolink Temporary Plaza for the purposes set forth in Section 2.3.

1.13 Disclosure Date. "Disclosure Date" means the January 15th following the first anniversary of the Effective Date and each January 15th thereafter during the term of this Agreement.

1.14 Downtown Connector. "Downtown Connector" means that portion of the PLR consisting of a possible future extension south to connect the initial Union Station segment of the PLR with the Blue Line light rail route to Long Beach, California.

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

1.16 Easement. "Easement" means either the Common Area Easement or the Exclusive Area Easement. The Common Area Easement and the Exclusive Area Easement are, collectively, the "Easements."

1.17 Event of Default. "Event of Default" has the meanings assigned to such term in Section 17 of this Agreement.

1.18 Exclusive Area. "Exclusive Area" means the portion of Union Station comprising Platform 1 and the two tracks adjacent thereto, the Traction Power Substation Area as shown on Exhibit G-1, and other areas as shown on Exhibit D and Exhibit G-1 hereto, and does not include any other portion of Union Station. In the event of any change in the boundaries of the Exclusive Area under Section 3.5 of this Agreement, this Agreement shall be amended by addition of a new exhibit to reflect such change.

1.19 Exclusive Area Easement. "Exclusive Area Easement" means that certain exclusive easement granted by Catellus in favor of MTA over and upon the Exclusive Area for the purposes set forth and as more fully described in Section 2.1.

1.20 Exclusive Area Expenses. "Exclusive Area Expenses" means those costs actually incurred by Catellus which are reasonably required or appropriate for, and incident to, the operation of the structures and grounds included in the Exclusive Area or any portion thereof, including, but not limited to, real property taxes and assessments (except that MTA shall pay no such real property taxes attributable to any building constructed within the air rights over Union Station) insurance, and utilities. To the extent feasible, utilities shall be separately metered. A list of the categories of such costs as of the date hereof is set forth in Exhibit E hereto. All other categories of costs, including, but not limited to (i) those listed in Exhibit K hereto and (ii) management fees to Catellus, shall not be Exclusive Area Expenses unless otherwise agreed by Catellus and MTA. In the event of any change in such categories after the date hereof that is agreed to by Catellus and MTA, this Agreement shall be amended by addition of a new exhibit to reflect such change. In the event any such expenses are applicable partly to the Exclusive Area and partly to other portions of Union Station, such costs shall be prorated between the Exclusive Area and such other portions by square footage, or other appropriate means, supported with documentation, as reasonably determined by Catellus. The MTA shall from time to time consider whether Catellus has accurately calculated the square footage of the Exclusive Area, and other relevant areas of Union Station. Exclusive Area Expenses shall not include any expenses paid directly by MTA as a part of its operations or otherwise, but the foregoing shall not be construed to imply that MTA has any right to perform modification or improvement work to or in the Exclusive Area other than in accordance with Section 8 of this Agreement.

1.21 Expanded License Area. "Expanded License Area" means additional area not included in the Initial License Area which Catellus agrees, at the request of MTA and upon payment of compensation therefor, to add to the License Area. In the event of any change in the boundaries of the License Area, this Agreement shall be amended by addition of a new exhibit to reflect such change.

1.22 Expenses. "Expenses" means, collectively, the Common Area Expenses and the Exclusive Area Expenses.

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

1.24 Hazardous Material. "Hazardous Material" means any hazardous or toxic substance, whether man-made or naturally occurring, material or waste, or a pollutant, under

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any federal, state or local law, regulation, ordinance or rule, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) and the Carpenter-Presley-Tanner Hazardous Substances Account Act (California Health and Safety Code, Section 25300 et seq.), which if discharged, leaked, released or emitted into the atmosphere, ground, water or any improvement situated upon any portion of Union Station, does or may pollute or contaminate the same, or adversely affect (a) the health or safety of persons, whether upon Union Station or elsewhere, (b) the condition, use or enjoyment of Union Station or any personal property thereon, or (c) Union Station or any of the improvements thereto or thereon, including, but not limited to, substances, materials and wastes now or hereafter regulated by any local governmental authority, the State of California or any federal agency, including, without limitation, the following: paint and solvents, petroleum-based fuels and products, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, PCBs and asbestos.

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

1.26 Incorporated Sections. "Incorporated Sections" is defined in Section 2.5.

1.27 Initial License Area. "Initial License Area" means that area shown on Exhibit G- 1, which Catellus has agreed to provide as License Area.

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

1.29 Joint Management Committee. "Joint Management Committee" means a committee to be composed of representatives of Catellus, Metrolink, and MTA and for which representatives of Amtrak and each other Station User shall be invited to be members. Such committee shall, as more particularly set forth in this Agreement, review with Catellus issues

that arise with respect to the management and operation of Union Station (other than the Rain Yard).

1.30 License Area. "License Area" means that property identified on Exhibit G which MTA has the temporary and non-exclusive right to access and utilize for construction of the PLR, and includes both Initial License Area and Expanded License Area.

1.31 MTA. "MTA" means The Los Angeles County Metropolitan Transportation Authority (which is the successor agency to the RTD and the Los Angeles County Transportation Commission) and its permitted successors and assigns. As used herein, MTA refers to the operator of the PLR, and no references herein shall increase, reduce or otherwise impact any of MTA's rights or obligations under any other agreements between MTA and Catellus.

1.32 Metrolink. "Metrolink" means Southern California Regional Rail Authority, a California joint powers authority existing pursuant to Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities Code.

1.33 Metrolink Amendment. "Metrolink Amendment" means that certain Amendment No. 1 to Easement Agreement between Catellus Development Corporation and Southern California Regional Rail Authority pertaining to Los Angeles Union Station dated November 1, 1993, attached as Exhibit J (see Section 2.5).

1.34 Metrolink Construction Agreement. "Metrolink Construction Agreement" means that certain Metrolink Construction and Right of Entry License Agreement between Catellus and the Los Angeles County Transportation Commission dated as of August 28, 1992, and any amendments, extensions or renewals thereof.

1.35 Metrolink Easement Agreement. "Metrolink Easement Agreement" means that certain Metrolink Easement Agreement between Catellus and the Southern California Regional Rail Authority dated as of October 30, 1992, together with the Metrolink Amendment and any further amendments, extensions or renewals thereof.

1.36 Metrolink Temporary Plaza. "Metrolink Temporary Plaza" means the temporary bus plaza identified in Exhibit G-1.

1.37 Metrorail. "Metrorail" means that certain transit guideway system known as the "MetroRail Red Line" transportation system constructed or to be constructed in the County of Los Angeles, California.

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

1.39 PLR. "PLR" means Pasadena Light Rail.

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

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

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

1.43 PLR Common Area Equipment. "PLR Common Area Equipment" means, collectively, signage and visual aids, security cameras, communications and computer systems, safety equipment, information booths, passenger ticket sales machines and other removable equipment, facilities and improvements owned by MTA and constructed, installed, operated and/or maintained within the Common Area pursuant to this Agreement. The locations and operations of Common Area Equipment are subject to the reasonable approval of and reasonable restrictions by Catellus under Section 8 of this Agreement, and by other Rail Operators with preexisting Common Area Equipment through the Joint Management Committee. The PLR Common Area Equipment includes, without limitation, any removable PLR improvements located in the Common Area. The anticipated PLR Common Area Equipment is generally described in Exhibit F-1 hereto. MTA shall inform Catellus of any changes in the PLR Common Area Equipment.

1.44 PLR Exclusive Area Equipment. "PLR Exclusive Area Equipment" means, collectively, equipment and fixtures owned by MTA and constructed, installed, operated and/or maintained within the Exclusive Area. The anticipated PLR Exclusive Area Equipment is generally described in Exhibit F-2 hereto. MTA shall inform Catellus of any changes in the PLR Exclusive Area Equipment.

1.45 PLR/MetroLink Share of Common Area Expenses. The "PLR/MetroLink Share of Common Area Expenses" shall be in accordance with Section 2.5.

1.46 Public Information Facilities. "Public Information Facilities" means a public address system, train information display boards, video monitors, information kiosks and facilities and other communications facilities that may be operated by MTA within Union Station, for the purpose of informing the public regarding Transit Services and for such other purposes as are permitted under this Agreement. Catellus must approve all locations in the Common Area for Public Information Facilities, and must approve the design of signage in the Common Area, as provided under Section 2.8 of this Agreement, which approval shall not be unreasonably withheld. Public Information Facilities include any signage that is PLR Common Area Equipment as set forth in Exhibit F-1 hereto.

1.47 Rail Operator. "Rail Operator" means any entity that, on or after the date of this Agreement, conducts passenger railroad operations within all or any portion of Union Station. As of the Effective Date, Amtrak and SCRRA are the only Rail Operators. MTA shall be a Rail Operator from and after the Effective Date.

1.48 RCC. "RCC" means the Rail Construction Corporation of the MTA.

1.49 RTD. "RTD" means the former Southern California Rapid Transit District, which is now merged into MTA.

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

1.51 RTD Development Agreement. "RTD Development Agreement" means that certain Amended and Restated Development Agreement between Catellus and MTA of even date herewith, and any amendments, extensions, restatements or renewals thereof. MTA is the successor in interest to RTD.

1.52 RTD Public Transit Use Agreement. "RTD Public Transit Use Agreement" means that certain Public Transit Use Agreement between Catellus and RTD dated as of June 30, 1992, and any amendments, extensions, restatements or renewals thereof. MTA is the successor in interest to RTD.

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

1.54 RTD Tunnel Access Easement Agreement. "RTD Tunnel Access Easement Agreement" means that certain Tunnel Access Easement Agreement between Catellus and RTD dated as of June 30, 1992, and any amendments, extensions or renewals thereof. MTA is the successor in interest to RTD.

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

1.56 Temporary Road. "Temporary Road" means that certain temporary access road providing for ingress to and egress from the Metrolink Temporary Plaza and construction access to the License Area identified in Exhibit G-1.

1.57 Traction Power Substation. "Traction Power Substation" means that certain transmission power system facility to be located as shown on Exhibit G-1.

1.58 Traction Power Substation Area. "Traction Power Substation Area" means that certain area constituting a portion of the Exclusive Area upon which MTA plans to locate its Traction Power Substation as shown on Exhibit G-1.

1.59 Train Yard. "Train Yard" means the portion of Union Station which is specifically identified in Exhibit G-1 hereto. The Train Yard includes the tracks and the passenger platforms along and between the tracks in the Train Yard, with the exception of the Exclusive Area. The Train Yard does not include the portions of Union Station designated as the "Exclusive Building Area" or the "Exclusive Site Area" in the Amtrak Lease. The Joint Management Committee shall verify the boundaries of the Train Yard from time to time. In the event of any change in the boundaries of the Train Yard, this Agreement shall be amended by addition of a new exhibit to reflect such change.

1.60 Transit Services. "Transit Services" means the operation by MTA of PLR light rail trains and ancillary services provided by MTA in connection therewith.

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

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

1.63 Year. "Year" means the period of time from the Effective Date through December 31, 1994, and thereafter, each succeeding year commencing January 1 and ending the following December 31.

2. Grant of Easements, and Construction License and Right of Entry.

Catellus hereby grants to MTA, the Exclusive Area Easement described in Section 2.1, the Common Area Easement described in Section 2.2, and the Construction License and Right of Entry described in Section 2.3 subject to the terms, conditions, provisions and reservations of this Agreement.

2.1 Exclusive Area Easement. Catellus hereby grants to MTA, subject to the rights, reservations, conditions and restrictions herein set forth, including without limitation, Section 2.1.4 below, the Exclusive Area Easement over, upon and across the Exclusive Area for the limited purposes of:

2.1.1 the operation of the Pasadena Light Rail,

2.1.2 the construction, operation, maintenance and replacement in kind of the PLR including the PLR Exclusive Area Equipment, and subject to Catellus' review and approval of plans in accordance with Section 8 and the construction requirements set forth therein, the installation, construction and reconstruction thereof; and

2.1.3 the exercise of the rights of MTA under Section 2.8 with respect to Public Information Facilities and Section 2.9 with respect to signs.

2.1.4 The Exclusive Area is created in part from Platform 1 and the tracks adjacent thereto which were previously part of the Train Yard. Accordingly, utility easements and similar services for other tracks in the Train Yard exist within the Exclusive Area, and MTA takes the Exclusive Area Easement subject to such easements and services.

2.1.5 Catellus shall coordinate with MTA for installation of a Traction Power Substation, backup DC power and related facilities in the Traction Power Substation Area and other portions of the Exclusive Area at MTA's sole cost and expense.

(a) The Traction Power Substation Area is as of the Effective Date leased by Catellus to Amtrak, and will be made available to MTA as Exclusive Area upon the payment by MTA to Catellus of compensation in the amount of \$167,000 and the relocation of Amtrak, at MTA's sole cost and expense to the area shown on Exhibit I which shall be provided by Catellus at no additional cost to MTA. Amtrak has provided its conditional approval to such relocation, as set forth in Exhibit I hereto. With respect to such relocation, Catellus shall use best efforts to cause such relocation to occur, including obtaining additional approvals from Amtrak for such relocation and a release by Amtrak from the Amtrak Lease of Amtrak's right, title and interest in the Traction Power Substation Area and improvements thereon. The first \$83,500 of compensation for the Traction Power Substation Area shall be paid in advance by MTA no less than 30 days following the execution date of this Agreement, and the second \$83,500 shall be paid no more than 30 days following the vacation by Amtrak of the Traction Power Substation Area. In the event that Amtrak refuses to relocate from the Traction Power Substation Area, the parties shall meet and confer to identify a mutually acceptable location, and Catellus shall credit to MTA all sums paid by MTA pursuant to this Section 2.1.5 (a).

(b) The parties acknowledge that, at the request of RCC, Catellus has arranged for the construction of certain facilities for the Traction Power Substation as described on Exhibit M hereto. RCC hereby agrees to pay Catellus for such work in

the amount of \$234,705. RCC hereby acknowledges and agrees that (i) all such work has been completed to the satisfaction of RCC and in compliance with all applicable laws, regulations, ordinances and construction documents, and (ii) Catellus shall have no responsibility for the quality, effectiveness or fitness of such work. Such payment shall be made within 30 days following the Effective Date. RCC and MTA hereby release Catellus from any claims arising out of the construction and operation of such work. In addition, RCC hereby agrees to indemnify, protect and defend Catellus from and against claims, damages, losses, judgments and costs arising out of or related in any way to the construction and operation of such work including, without limitation, claims for personal injuries or death or damages to real or personal property.

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

2.2.1 pedestrian ingress and egress to and from the Exclusive Area, including access to Platform 1 through Union Station facilities and through all Common Areas;

2.2.2 the construction, operation, maintenance and replacement in kind of PLR Common Area Equipment, and subject to Catellus' review and approval of plans in accordance with Section 8 and the construction requirements set forth therein, the installation, construction and reconstruction thereof; and

2.2.3 the exercise of the rights of MTA under Section 2.6 with respect to vehicular access, Section 2.7 with respect to parking, Section 2.8 with respect to Public Information Facilities, and Section 2.9 with respect to signs.

2.3 Construction License and Right of Entry. Catellus hereby grants to MTA, subject to the terms, conditions, provisions and reservations set forth in this Agreement, including without limitation Section 8.1 below, the non-exclusive temporary right to access and utilize for construction the License Area for the limited purpose of constructing the PLR and all related improvements approved by Catellus in accordance with this Agreement; and

2.3.1 in accordance with Section 2.3.3, non-exclusive use of the Temporary Road and Metrolink Temporary Plaza for construction access during the term of the License.

2.3.2 MTA's construction vehicles, including heavy construction vehicles, shall utilize the Macy Street entrance and shall follow the route designated on Exhibit G hereto. Such access shall not be exclusive and shall not block the Temporary Road. All other vehicles (including types of vehicles and the companies which operate vehicles) which currently utilize or are granted access by Catellus to the Temporary Road shall have access to such Temporary Road at any time.

2.3.3 MTA acknowledges that Catellus is obligated to permit Metrolink's unrestricted use of the Metrolink Temporary Plaza, and that without Metrolink's consent no interference by MTA with use of the Metrolink Temporary Plaza under the Construction License and Right of Entry or otherwise is permitted under this Agreement. Any agreement for such interference or restrictions on use of the Metrolink Temporary Plaza must be obtained by MTA from Metrolink in writing, and Catellus shall receive a copy of any such agreement immediately upon the signature thereof.

2.4 Term of Easements. The Easements granted herein shall be permanent except as otherwise provided in this Agreement.

2.5 Payment of Common Area Expenses. PLR's share of the Common Area Expenses is to be paid together with Metrolink's share of the Common Area Expenses, and shall be jointly known as the PLR/Metrolink Share of Common Area Expenses. The PLR/Metrolink Share of Common Area Expenses shall be allocated and paid as provided in the Metrolink Amendment, attached as Exhibit J.

With respect to the Metrolink Amendment attached as Exhibit J, MTA and Catellus hereby agree that the following described "Incorporated Sections" thereof are incorporated into this Agreement by this reference as though fully set forth herein, and shall be subject to the modifications described herein. The incorporated sections of the Metrolink Amendment as hereinafter amended (hereinafter collectively referred to as the "Incorporated Sections") are as follows:

- (i) the second and fourth sentences of Section 3;
- (ii) Sections 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6;
- (iii) Section 4 (including Sections 4, 4.1 and 4.2);
- (iv) Section 5 (including Sections 5, 5.1, 5.2, 5.3 and 5.4);
- (v) Section 6 (including Sections 6, 6.1, 6.2 and 6.3);
- (vi) Section 7 (including Sections 7.1 and 7.2), and
- (vii) Section 8.

For purposes of this Agreement, the use of the term "party" in the Incorporated Sections shall be interpreted to include MTA, and the term "Agreement" shall be deemed to refer to this Agreement, to the effect that Catellus and MTA shall be deemed to have directly entered into the Incorporated Sections together and each right and obligation therein shall be fully enforceable by each and against the other.

For purposes of this Agreement, the use of the term "Metrolink" shall, with respect to the Incorporated Sections specifically set forth below only, be interpreted to read "MTA", to the effect that Catellus and MTA shall be deemed to have directly entered into the Incorporated Sections specified below together and each right and obligation therein shall be fully enforceable by each and against the other.

- (i) Section 4 (including Sections 4, 4.1 and 4.2);
- (ii) Sections 5.1, 5.2 and 5.4;
- (iii) Sections 6 and 6.3 (but not Sections 6.1 and 6.2); and
- (iv) Section 8.

In addition, MTA is hereby declared by Catellus to be a third party beneficiary to the Metrolink Amendment and to have all rights granted to Metrolink (or to Metrolink as a "party") by the Metrolink Amendment.

2.6 Vehicular Access. Catellus hereby grants, and shall provide, to MTA and its Permittees non-exclusive vehicular access to pick-up or drop-off persons using Union Station. Such access shall be the same non-exclusive access that Catellus has granted or subsequently grants to any other Station User. Catellus reserves the right to enforce controls, as necessary in Catellus' sole discretion, regarding loading and unloading so as to maintain open circulation at all times. In addition, Catellus shall cooperate with MTA or any other agency or agencies designated by MTA to coordinate providing convenient bus and/or van service to persons using Union Station.

2.7 Parking. Catellus shall permit MTA's Permittees to use, to the extent available, any public parking spaces at Union Station that are not exclusively reserved for any Station User. To the extent that any public parking spaces are provided by Catellus at Union Station, such public parking shall be provided at rates which are commercially reasonable and which do not discriminate against MTA's Permittees.

2.8 Public Information Facilities. Subject to any approval of Amtrak required under the Amtrak Lease, MTA may use the Public Information Facilities in common with any other Station User which has a right to use the Public Information Facilities. MTA shall coordinate use of Public Information Facilities with other Station Users, subject to reasonable rules and regulations imposed by Amtrak to the extent it operates the Public Information Facilities and reasonable restrictions on zones of usage imposed by Catellus.

2.9 Signs. All Station Users shall endeavor to develop a set of signage and graphic standards for Union Station, which takes into account Union Station's unique historical character and applicable historic preservation requirements. Each Station User, including without limitation Catellus, Metrolink, MTA and Amtrak, shall be represented on a signage coordination subcommittee of the Joint Management Committee, and the reviewers

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of the standards developed by such subcommittee may include Catellus' and MTA's respective signage consultants. Subject to such standards and compliance by MTA with the provisions of Section 2.10, MTA may place within Union Station and at the entrances thereof signs and other advertising displays related solely to MTA's Transit Services.

2.10 Limitations on the Easements and Rights of MTA.

2.10.1 MTA's rights to conduct Transit Services and MTA's rights with respect to the Common Area Easement and other rights in and to Union Station, shall be subject to all existing rights and rights-of-way, encumbrances, easements, covenants, conditions and restrictions of record, and to all existing leases and contracts affecting the Train Yard (the "Encumbrances"). To the best of Catellus' knowledge and belief, the following are the only Encumbrances:

- (a) the Amtrak Lease (only that Lease dated as of January 1, 1991 and Amendment dated as of June 1, 1992);
- (b) the Amtrak/SCRRA Agreement (only that Agreement dated as of June 1, 1992 as amended by that certain Side Letter dated November 1, 1993 from David Solow (Deputy Executive Director, Metrolink) to James Larson (Assistant Vice President - Operations Planning, Amtrak) and executed by Metrolink and Amtrak);
- (c) any rights of Amtrak pursuant to any provision of law or act of Congress;
- (d) the AT&SF Easement (only that Easement dated December 21, 1990, and that Amendment dated May 31, 1992, and that Assignment by AT&SF to the Los Angeles County Transportation Authority by Assignment, Assumption and Indemnification Agreement dated as of December 10, 1992 and recorded in the Official Records of Los Angeles County on December 13, 1992 as Instrument No. 92-2355371);
- (e) the RTD/Amtrak Agreement (only that dated as of June 24, 1988);
- (f) the RTD Right of Entry and Permanent Easement Agreement (only that dated as of November 3, 1987);
- (g) the RTD Development Agreement;
- (h) the RTD Tunnel Access Easement Agreement (only that dated as of June 30, 1992);

- (i) the RTD Public Transit Use Agreement (only that dated as of June 30, 1992, and the Amendment dated of even date herewith);
- (j) the Metrolink Construction Agreement (only that dated as of August 28, 1992);
- (k) the Metrolink Easement Agreement, the Metrolink Amendment and that certain Amendment No. 2 to the Metrolink Easement Agreement dated of even date herewith;
- (l) the License Agreement by and between Catellus and GM&O Railroad Corporation, dated June 1, 1993;
- (m) the Subordination, Nondisturbance and Attornment Agreement among Catellus, Amtrak, and Security Pacific National Bank, dated November 15, 1991; and
- (n) the Tenant Estoppel by Amtrak and Catellus in favor of Security Pacific National Bank, dated November 15, 1991.

Catellus has delivered to MTA true and accurate copies of the above agreements evidencing such existing rights and the rights-of-way, encumbrances, easements, covenants, conditions and restrictions, leases and contracts. Catellus shall use its best efforts to modify any agreement, including the Amtrak Lease which conflicts with the rights of PLR in the Exclusive Area, to the extent Catellus is aware of such conflict or PLR brings such conflict to the attention of Catellus. Catellus shall not enter into any amendment, extension, or renewal of any such agreement, and shall not enter into any new agreement, which conflicts with the rights of PLR in the Exclusive Area.

MTA expressly acknowledges that despite its best efforts, Catellus may be unable to amend the Amtrak Lease. In that event, the rights of the PLR in the Exclusive Area are subject to such lease and furthermore, Catellus will have the right to amend, extend or renew the Amtrak Lease, provided that such amendment, extension or renewal shall not increase the extent or nature of the conflict with the Exclusive Area beyond that which exists as of the Effective Date.

2.10.2 Catellus and its lessees and licensees shall have the exclusive right to provide in Union Station all retail services and similar revenue-producing services that are carried on entirely within Union Station or contracted for or purchased within Union Station and that are not directly related to Transit Services, and to receive all revenues generated by its provision of such services except as expressly provided in the RTD Development Agreement with respect to the Main Concourse, or other contract between Catellus and a Station User; provided, however, that Catellus shall not construct, operate or permit retail or other commercial facilities in Union Station which will result in an

Impairment. Nothing in this section shall prevent or preclude MTA from (i) providing retail and revenue-producing services aboard PLR's trains, (ii) retaining all revenues derived from the operation of and services provided upon PLR's trains (including both scheduled and unscheduled trains), and (iii) subject to Catellus' approval, which shall not be unreasonably withheld, conducting within Union Station activities and advertising designed solely to promote use of Transit Services.

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

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

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

2.10.6 MTA does not intend to store any rail cars overnight at Union Station. Catellus recognizes that PLR may test cars at night.

3. Relocation of and Changes in Easement Areas.

The provisions of this Section 3 govern the relocation of and changes in Easement areas caused by Catellus. In addition, Catellus has certain rights to construct improvements over the Train Yard and Exclusive Area, as set forth in Section 4, including the obligations set forth in Section 4.3 and MTA may, as set forth in Section 8, subject to the approval of Catellus as set forth therein, make certain alterations and improvements to Union Station.

3.1 MTA's Use of Platform and Track. MTA shall have available, for its Transit Services, the Exclusive Area as shown on Exhibit D and Exhibit G-1. MTA acknowledges that Catellus has reserved the right to truncate the Train Yard, but that such truncation shall not affect the Exclusive Area, unless otherwise agreed by MTA in its sole discretion.

3.2 Further Modification of Train Yard for Transit Concourse. Catellus is analyzing the desirability and effect of a proposed further relocation, shortening or modification of the tracks and other rail facilities at the south end of the Train Yard and Exclusive Area (after giving effect to the truncation described in Section 3.1), in order to accommodate the planned development of a transit concourse at Union Station. Engineering issues remain to be resolved in connection with this new concourse and the future Downtown Connector, which the parties agree to address in good faith. In no event shall Catellus reduce the Train Yard and Exclusive Area or relocate MTA's facilities and operations within the Train Yard and Exclusive Area pursuant to this Section 3.2 if the result of such reduction or relocation is an Impairment, or causes MTA or Union Station to fail to be in compliance with all applicable law and ordinances, subject to the provisions of Section 7.2, or restricts MTA's ability to construct or operate the Downtown Connector in the area shown on Exhibit D or is such that MTA will not have available for its use, within the Train Yard and Exclusive Area, at least Platform 1 and the tracks adjacent to such platform, and the Traction Power Substation.

3.3 Further Modification of Exclusive Area for Second Passenger Tunnel. Catellus has notified MTA and Metrolink that the existing Tunnel Common Area has limited capacity, and may not be able to accommodate all passengers from Metrorail, Metrolink, Amtrak and PLR at peak periods. Accordingly, MTA has agreed to analyze this issue together with Catellus and other Rail Operators. MTA shall provide, in its initial construction, an alcove and knockout panel which will allow construction of a future second passenger tunnel to the north of the current tunnel. Should the analysis indicate that the additional passenger tunnel is necessary, MTA shall incorporate this project into the next program cycle of funding consideration and call for projects. Such tunnel shall be constructed, if at all, without an Impairment to the existing tunnel and without expense to Catellus.

3.4 Modification to the Common Area. Notwithstanding any provision of this Agreement, but subject to the limitations provided in Section 8 of the Metrolink Amendment (which is one of the Incorporated Sections), Catellus shall be entitled to make reasonable changes in, and reconfigurations of, the Common Area without the consent of MTA provided such changes and reconfigurations do not result in an Impairment, and provided, further, that such changes and reconfigurations do not cause MTA or Union Station to fail to be in compliance with all applicable laws and ordinances, subject to the provisions of Section 7.2. To the extent that the PLR/Metrolink Share of Common Area Expenses is calculated based on the amount of Common Area available to or used by MTA, any reduction, increase, redesignation or relocation of the amount of Common Area available to or used by MTA shall be taken into consideration, and appropriate adjustments made, when computing the PLR/Metrolink Share of Common Area Expenses.

3.5 Modification to the Exclusive Area. Catellus shall not make any changes in the Exclusive Area without MTA's prior written consent pursuant to Section 4.3. Such changes and reconfigurations shall not cause an Impairment or cause MTA or Union Station

to fail to be in compliance with all applicable laws and ordinances, subject to the provisions of Section 7.1 and 7.2. Any reduction, increase, redesignation or relocation of the amount of Exclusive Area available to or used by MTA pursuant to this Section 3.5 shall be taken into consideration, and appropriate adjustments made, when computing Exclusive Area Expenses.

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

4. Development by Catellus Over the Train Yard and Exclusive Area.

4.1 Reserved Rights of Catellus. Catellus intends to develop Union Station as a regional transportation and mixed-use development center. Catellus' development plans may include future building construction on a structural deck above the Train Yard and Exclusive Area requiring the installation of columns, footings, utility systems, foundations and other structures within and under the Train Yard and Exclusive Area. In developing its plans and carrying out such construction, Catellus shall take every reasonable measure to avoid delays in train movement or interference with MTA's train operations or passenger flow, including MTA's ability to operate all then-scheduled passenger trains. In light of the foregoing, it is the intent of the parties to allow Catellus uninhibited rights not inconsistent with this Agreement to develop Union Station, so long as that development does not result in an Impairment. Any relocation necessitated thereby should be at the sole cost and expense of Catellus and any additional area needed by PLR for such relocation shall be granted by Catellus at no additional cost to MTA. Without limitation upon the foregoing, Catellus reserves for itself and its successors and assigns the rights to:

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

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

4.1.3 place, construct, maintain and relocate utility lines, support columns, pedestrian undercrossings and overcrossings, foundations, and any other structures or improvements whatsoever, or for any other purpose, upon, over or under the Train Yard and the Exclusive Area, provided that any such activities will not encroach upon the minimum clearances set forth in Section 4.2; and

4.1.4 close pedestrian traffic routes and redirect, temporarily or permanently, pedestrian circulation routes within Union Station, including, but not limited to, within the Common Area, as Catellus, in its reasonable discretion, deems necessary or desirable in

order to accommodate the needs of all Station Users and the current and future development of Union Station, provided that no such closure of pedestrian traffic routes or redirection of pedestrian circulation shall violate the terms of Section 3.4 of this Agreement or Section 8 of the Metrolink Amendment (which is an Incorporated Section herein) or result in an Impairment, and provided, further, that such closure or redirection shall not cause MTA or Union Station to fail to be in compliance with all applicable laws and ordinances, subject to the provisions of Section 7.1 and 7.2.

4.2 Vertical and Other Clearances.

The following restrictions shall apply to development by Catellus within the Exclusive Area and the Train Yard.

4.2.1 If Catellus designs or constructs any improvements within the Train Yard and Exclusive Area, Catellus shall maintain a vertical clearance over the Train Yard and Exclusive Area to the bottom of such improvements sufficient to allow for the operation of overhead electrification wires and appurtenant facilities for PLR service. Such vertical clearance from the northern PLR platform edge to the southern edge of the Exclusive Area Easement is 27 feet above the top of the highest rail adjacent to Platform 1, and from the northern edge of the PLR platform northerly is 30 feet above the top of such rail. It is understood and agreed that the exact vertical clearance to be maintained shall be reduced or increased by mutual agreement of Catellus and MTA, and if the parties determine that the PLR requires less than the above-referenced vertical clearance, then Catellus shall have the right to use the air space above either the height set forth herein, or with the agreement of MTA, the actual height of the installed PLR improvements. Notwithstanding the foregoing, Catellus shall not be required to maintain a vertical clearance greater than that stated above. This Agreement shall be later amended by the addition of an Exhibit based on as-built drawings to provide a record of the exact vertical clearance for the PLR envelope.

4.2.2 Such development, including the placement of column and walls, shall also maintain a minimum horizontal clearance of 8'-0" from the centerline of any tangent PLR track. If under the requirements of the California Public Utilities Commission the Exclusive Area is defined as an "exclusive right-of-way," the above-stated horizontal clearance may be reduced to 6'-0", if such reduction is in compliance with PUC requirements. The future placement on Platform 1 of columns for Catellus development shall be permitted except as limited by fire, life/safety and other legal requirements, and design criteria to be agreed upon by Catellus and MTA. Such criteria for placement of future columns shall be developed by PLR and Catellus to their mutual satisfaction within 90 days of the Effective Date.

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

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

4.3 Notice. At such time or times as Catellus intends to exercise any of the rights set forth in Section 3 or this Section 4 within the Train Yard and/or the Exclusive Area, Catellus shall give written notice to MTA describing in reasonable detail the intended action or activity, including, as completed, each stage of Plans developed therefor (i.e., concept drawings, schematic design drawings, design development documents and construction documents) in order that MTA may make a determination as to whether such activities or Plans will encroach on minimum clearances or otherwise cause an Impairment. MTA shall have the right to review and approve such Plans, subject to the following terms. MTA shall have 45 days after receipt of any such notice in which to object to Catellus' intended Plans where the following is true:

- (a) the Plans have not previously been submitted to MTA;
- (b) the Plans are a subsequent stage of design document (i.e., design development documents submitted following prior submittal and approval by MTA of the schematic design documents submitted by Catellus or construction documents submitted following prior submittal and approval by MTA of design development documents); or
- (c) the Plans as submitted are not a logical progression from previously approved Plans for the same area.

MTA shall have 15 days after receipt of any such notice in which to object to Catellus' Plans where such stage of the Plans have previously been submitted to and approved by MTA, but are subject to minor modifications or amendments which are logical progressions from previously approved Plans.

At the time of submittal to MTA, Catellus shall notify MTA in writing of the time period for review which it believes is applicable to the submitted Plans. The time period specified by Catellus shall apply unless MTA provides written notice to Catellus, within five days of MTA's receipt of the Plans, of MTA's determination that the time period provided is incorrect pursuant to the terms of this Section. In the event of a dispute, the longer time period shall govern, unless otherwise agreed by the parties.

MTA agrees that where full information has been provided on a prior Plan and has been approved by MTA, MTA shall review subsequent Plans for the same area to ascertain that the subsequent Plan is a logical progression of and not a material departure from previously approved Plans for the same area.

Any objections which MTA may have to Catellus' intended action or to the Plans shall be communicated to Catellus in writing stating the reasons therefor with reasonable

detail, and Catellus and MTA agree to meet, confer and negotiate in good faith to resolve any objections to the Plans or activities raised by MTA. Failure by MTA to respond to Catellus' notice within the applicable time period from receipt thereof shall be deemed approval of the submitted Plans. Such approval shall not release Catellus from the requirement of submitting later stages of design drawings or amendments or modifications to MTA. MTA shall not charge Catellus for the cost of the review specified herein.

Any relocation of any tracks, facilities or other improvements, including without limitation, the PLR Exclusive Area Equipment, pursuant to this Section 4 shall be at Catellus' sole cost and expense.

4.4 Ventilation. Development above the Train Yard and Exclusive Area shall provide adequate clearance above the tracks and necessary ventilation for the Train Yard and Exclusive Area. MTA shall conduct its operations, as much as reasonably possible, to minimize the heat and exhaust, if any, produced by the PLR's trains in the portion of the Train Yard and Exclusive Area beneath the structural deck. The cost of purchasing, installing and operating such ventilation shall not be paid by MTA as an Exclusive Area Expense or otherwise.

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

5. Consultation between Catellus and MTA.

5.1 Consultation. Catellus agrees to consult with MTA from time to time concerning the planning of (i) any development within Union Station which is reasonably anticipated to affect MTA's operations and (ii) the installation of any rail improvements, or other public transportation facilities, within Union Station. MTA agrees to consult with and furnish information to Catellus concerning its anticipated requirements in order to assist Catellus in the planning of the construction or other preparation by Catellus of alternate or temporary facilities for MTA.

5.2 Joint Management Committee. All consultations between MTA and Catellus under this Agreement, including without limitation all consultations pursuant to Sections 2.9, 3.3, 5.1 and 6.2.1, may be coordinated through the Joint Management Committee. The Joint Management Committee shall meet from time to time, but no less frequently than once each calendar quarter, commencing within 60 days after the Effective Date, to review the Expenses incurred and expected to be incurred and any matters affecting the Rail Operators

or operation at Union Station, and shall, to the maximum extent possible not inconsistent with this Agreement, attempt to resolve such matters to the mutual agreement of all Station Users. The Joint Management Committee will also review with Catellus issues that arise with respect to the management and operation of Union Station. Each member of the Joint Management Committee shall share with each other member of the Joint Management Committee, upon request, all relevant information in its possession regarding any matter being considered by the Joint Management Committee. Catellus and MTA may also consult on matters affecting MTA's operations at Union Station outside the Joint Management Committee.

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

6. Costs and Taxes

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

6.2 Budgets; Estimate Statement; Payment of Expenses.

6.2.1 Catellus and MTA shall consult in good faith at least once each calendar quarter regarding the budget for Union Station, and Catellus shall give MTA at each such meeting appropriate supporting documentation for the Exclusive Area Expenses and Common Area Expenses reasonably anticipated to be incurred. Such documentation for the Common Area Expenses shall include a map or drawing depicting the Common Area and a statement of total square footage of the Common Area. The parties shall also meet with each other in good faith, and exchange all relevant information, if either party reasonably foresees that Exclusive Area Expenses or Common Area Expenses will materially increase over their current levels, or if either party reasonably believes that any additional maintenance should be performed at, or any additional capital improvement should be made to, Union Station

(provided that no such meeting shall obligate any Station User to pay for any such additional maintenance or capital improvement). Amtrak, MTA, Metrolink and all other significant Station Users shall be invited to attend all such meetings.

6.2.2 On or before November 1 of each Year, Catellus shall deliver to MTA a detailed written estimate of the Exclusive Area Expenses and the PLR/Metrolink Share of Common Area Expenses for the following Year. Catellus shall deliver to MTA appropriate supporting documentation for the calculations made by Catellus, which shall be in accordance with the standards attached hereto as Exhibit L. Any such information delivered by Catellus may contain or be based in good faith upon information, reports and studies delivered to Catellus by Rail Operators from time to time.

6.2.3 The estimate statement to be delivered by Catellus to MTA shall identify separately the Exclusive Area Expenses and the Common Area Expenses anticipated to be incurred for each of the Exterior Common Area, the Interior Common Area and the Tunnel Common Area. For the Exclusive Area Expenses and each category of Common Area Expenses, the estimate statement shall set forth the expenses anticipated to be incurred in reasonable detail (e.g., landscaping, street sweeping, trash removal, security and other Common Area Expenses for the Exterior Common Area shall be separately listed in the statement of Common Area Expenses for the Exterior Common Area).

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

6.2.5 Catellus shall be paid by MTA in cash and without deduction or setoff, on or before the first (1st) day of each calendar month during the Year commencing on the January 1 following each November 1 estimate, an amount equal to one-twelfth (1/12th) of the estimated Exclusive Area Expenses. Catellus shall also be paid by MTA and Metrolink in accordance with the Incorporated Sections of Exhibit J, in cash and without deduction or setoff, on such dates an amount equal to one-twelfth (1/12) of the estimated PLR/Metrolink Share of Common Area Expenses. In the event MTA reasonably objects to the amount of any such payment required by Catellus, including any objection that such Expenses are not in compliance with the standards set forth in Exhibit L, the entire amount thereof shall nevertheless be paid to Catellus with a written indication of the amount thereof that is being paid by MTA under protest. As more particularly set forth in Section 6.4 and in Exhibit J, if any amount is paid by MTA under protest, MTA shall thereafter conduct an audit of Catellus' books and records, and if such audit discloses that all or any portion of such amount paid by MTA under protest was unreasonably charged by Catellus to MTA, Catellus shall credit to MTA, against the next succeeding payment(s) of Expenses due from MTA under this Agreement, the amount unreasonably charged together with interest thereon from the date of payment to the date of credit at the legal rate of interest.

6.3 Reconciliation Statement. As soon as reasonably practicable, Catellus shall deliver to MTA a written reconciliation setting forth the actual Expenses paid or incurred by Catellus during the previous Year. If the actual PLR/Metrolink Share of Common Area Expenses is less than the estimated PLR/Metrolink Share of Common Area Expenses for such Year, then such amount shall be credited against the next payment(s) of Common Area Expenses due. If the actual Exclusive Area Expenses are less than the estimated Exclusive Area Expenses for such Year, then such amount shall be credited against the next payment(s) of estimated Exclusive Area Expenses due to be paid. If the actual Exclusive Area Expenses are greater than the estimated Exclusive Area Expenses or the actual PLR/Metrolink Share of Common Area Expenses are greater than the estimated PLR/Metrolink Share of Common Area Expenses for such Year, then Catellus shall be paid, in cash and without deduction or setoff, the full amount of such difference within 45 days of MTA's receipt of the written reconciliation. Any reconciliation of Expenses shall also include a reconciliation of any administrative, management and contingency fees, and any required contribution to any reserve or replacement fund, calculated on the basis of or as a percentage of Expenses or any category of Expenses.

6.4 Audit and Objection Rights.

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

6.4.2 If, following its receipt of any November 1 estimate statement, MTA reasonably objects to Catellus' calculation of the Exclusive Area Expenses or the PLR/Metrolink Share of Common Area Expenses, or to the amount of Exclusive Area Expenses or Common Area Expenses estimated by Catellus, MTA shall so notify Catellus in writing within 30 days after MTA's receipt of such statement. All required monthly payments shall be paid when due as set forth in the estimate statement, with a written indication of the amount thereof that MTA reasonably believes it should not be charged for Exclusive Area or PLR/Metrolink Share of Common Area Expenses and shall indicate that such amount is being paid under protest. If MTA reasonably objects to any estimate statement delivered by Catellus or pays any amount under protest, MTA shall thereafter use its best efforts to cause an independent auditor to conduct an audit of Catellus' books and records pursuant to this Section 6.4 during such 30 day period or as soon thereafter as reasonably possible. If such audit shows that Catellus has unreasonably stated the Exclusive Area Expenses or the PLR/Metrolink Share of Common Area Expenses for the Year

commencing on the January 1 following the November 1 estimate, or the amount of the Common Area Expenses or Exclusive Area Expenses reasonably anticipated to be incurred for such following Year, an appropriate adjustment shall be made to the PLR/Metrolink Share of Common Area Expenses, or to the amount of the Exclusive Area Expenses for such following Year, as applicable, and any overpayment shall be credited, together with interest thereon from the date of payment to the date of credit at the legal rate of interest, against the next payment(s) of estimated Expenses due.

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

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

6.7 Maximum Amounts Due. As further specified in Section 7.1 to the Metrolink Amendment attached as Exhibit J (which is an Incorporated Section hereunder) in no event shall the Common Area Expenses of PLR and Metrolink total more than the PLR/Metrolink Share of Common Area Expenses described therein.

7. Use

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

7.2 Americans With Disabilities Act. Union Station, as a unique historical structure, may be exempt from, and therefore may not comply with, some of the provisions of the Americans With Disabilities Act (42 U.S.C. §12101 et. seq.), and Catellus makes no

warranty with respect to Union Station's compliance with the Americans With Disabilities Act. Catellus shall not be required to make any additional alterations and reconfigurations to accommodate handicapped Permittees by virtue of this Agreement. Catellus acknowledges that MTA must be able to assure equal and non-discriminatory passage through Union Station for its handicapped Permittees, and that MTA may make such alterations and reconfigurations as necessary and at its expense, subject to the provisions of Section 8 of this Agreement.

7.3 Relations with Amtrak and Other Entities. MTA acknowledges that on the date of this Agreement Amtrak and SCRRRA conduct, and in the future Amtrak, SCRRRA and/or other Rail Operators will conduct, passenger railroad operations within Union Station, including the Train Yard. MTA and Catellus mutually covenant and agree that each will cooperate with all Rail Operators in order to assure the efficient and safe operation of railroad transportation services by all Rail Operators within Union Station.

8. Construction, Alterations and Relocations by MTA.

MTA's use of the Initial License Area and the Expanded License Area shall be in accordance with the following terms:

8.1 Construction License and Right of Entry by MTA.

8.1.1 MTA's access to the License Area shall be exclusive, with the exception that the following shall continue to have reasonable access through the License Area: access for the private business rail car area, postal vehicles, Amtrak baggage carts and other necessary Amtrak operations, Metrolink operations as necessary, Catellus security, emergency vehicles, and other uses as requested by Catellus, provided it obtains the approval of MTA, which shall not be unreasonably withheld. MTA acknowledges that, at all times during the term of the License, Catellus shall have the right in its sole discretion and following thirty (30) days prior written notice to MTA, to redesignate and relocate any portion of the License Area which is outside the Exclusive Area on a temporary or permanent basis. In such event, however, Catellus shall be responsible for any costs directly attributable to such relocation, including reasonable contractor delay costs, if any.

8.1.2 The Initial License Area as shown on Exhibit G is provided partially free of charge for the three (3) year term and partially for compensation from MTA to Catellus. The total fee for use of the Initial License Area for a term of three (3) years shall be \$160,000, and no refund shall be provided for a use of less than three years. MTA's rights to commence the term are set forth in Section 8.1.8. The fee for the Initial License Area shall be paid in full no less than sixty (60) days prior to commencing the term of the License.

8.1.3 Use of the Initial License Area or any portion thereof beyond the three (3) year term may be provided with the express written consent of Catellus, not to be unreasonably withheld. Similarly, any Expanded License Area which is requested may be

provided with the express written consent of Catellus. Such consent for Expanded License Area shall not be unreasonably withheld. If the requested area is unimproved (i.e., no improvements other than parking lots) and not in use or committed to another user (including Catellus) in a manner which would preclude MTA's use, Catellus shall grant its consent.

8.1.4 Catellus shall receive no less than sixty (60) days prior written notice from MTA of any requested extension or expansion, the term thereof and the License Area to be utilized during such extension or expansion. Any extension of the use of the Initial License Area, or any additional square footage provided as Expanded License Area, shall be paid either in a lump sum advance for an agreed-upon term or on a month-to-month basis in advance, at the rate of \$0.35 per square foot of License Area per month.

8.1.5 Compensation not paid in advance shall be paid on the first day of each month, in advance, in lawful money of the United States, absolutely net, without deduction or offset, at the place at which written notices may be served on Catellus as provided herein, or at such other place as Catellus may from time to time specify for payment by prior written notice to the MTA. Compensation not paid by the first of the month shall be subject to a late charge based on the legal rate of interest. Compensation for partial months shall be prorated on a daily basis. Catellus shall receive no less than thirty (30) days prior written notice from MTA of the proposed termination date for use of the License Area, and shall pay compensation through such date unless such date is extended by mutual agreement due to continued possession by MTA of the License Area.

8.1.6 MTA has provided Catellus with concept drawings and specifications depicting track guideway, system facilities and station platform facilities. All concept plans approved by Catellus as of the Effective Date are listed in Exhibit H hereto. For such plans, Catellus' review should be in accordance with Section 8.4, except that Catellus' written approval or disapproval shall be issued within fifteen (15) days of receipt of such proposed plans rather than forty-five (45) days as provided in Section 8.4. For all other plans and proposed work, the review periods described in Section 8.4.1 shall apply.

8.1.7 MTA will make provision in the station design to accommodate the future track extension across the 101 freeway from Union Station, and design an aerial structure with sufficient vertical clearance to accommodate the proposed northerly upper level roadway and the existing business car track, all subject to the approval of Catellus in accordance with this Section 8.

8.1.8 MTA shall have the right to commence use of the Initial License Area at any time commencing within three (3) years of the Effective Date, upon provision of no less than sixty (60) days prior written notice to Catellus of such commencement, subject to MTA's compliance with obligations set forth in this Agreement, including without limitation Section 2.3.3 and Section 8.1.2 of this Agreement. This Construction License and Right of Entry shall be valid for three (3) years following its commencement, unless extended by mutual agreement of MTA and Catellus.

8.1.9 From time to time during MTA's construction activities Catellus shall have the right to a representative on site to:

- a. Review PLR plans
- b. Determine that MTA is in compliance with the applicable terms, and provisions and agreements hereof.
- c. Verify that the PLR improvements are constructed in accordance with the plans and specifications approved by Catellus.
- d. Serve as the interface between Catellus and PLR, its contractors, subcontractors and agents with respect to construction matters.
- e. Assist in devising solutions to construction problems, problems created by the infeasibility of improvement design or specified construction procedures.

Notwithstanding the participation of Catellus' representative with MTA in the resolution of construction problems and controversies or the approval of MTA's recommendations or actions, Catellus shall not assume any liability resulting from the implementation of said agreements, resolutions or approvals. Catellus shall not charge MTA for the cost of such representative.

8.1.10 Construction of the PLR is anticipated to block access for dome cars to the private business rail car area which is identified on Exhibit G-1, but to maintain access for all other private rail cars to such area, which is currently leased by Catellus. MTA shall reimburse Catellus for the amount of reduction in income to Catellus from such area as a result of PLR construction. If access is impaired only for dome cars, and dome cars are blocked for no more than 12 months, compensation to Catellus shall be the difference between the current rent of approximately \$8,000 per month less the reduced rent paid by the lessee of Catellus, GM&O Railroad or its successors or assigns, due to restricted rail car access. If any impairment of access in addition to blocking of dome cars is created by PLR construction, MTA shall additionally reimburse Catellus for any additional decrease in rent associated with that impairment. Catellus shall use best efforts to obtain for MTA a release and waiver of claims from such lessee of the private business rail car area from any liability for PLR construction impacts on such lessee's use of the area including loss of business. For any extension beyond 12 months, compensation to Catellus shall be increased by application of the Consumer Price Index to the \$8,000 per month amount referenced above, and Catellus shall use best efforts to obtain for the MTA a release and waiver of claims for the extension period.

8.1.11 The License Area shall be restored by MTA, upon completion of the construction of the PLR, to its preexisting condition, excepting reasonable wear and tear. Any area which was paved prior to use by MTA for construction of the PLR shall be

repaved, if such pavement was damaged during construction, to the reasonable satisfaction of Catellus.

8.2 Alterations to Union Station by MTA. Subject to Section 8.3, upon the expiration of the Construction License and Right of Entry, MTA shall not make, or suffer to be made, any alterations to Union Station or any part thereof, without the prior written consent of Catellus, which shall not be unreasonably withheld or delayed, provided that (i) the PLR Common Area Equipment shall at all times be the property of MTA and may be altered by MTA upon approval by Catellus so long as such alterations do not affect the structural integrity of Union Station or the use of the Train Yard or the Common Area, respectively, by other users thereof, (ii) any alterations to Union Station, and PLR Common Area Equipment, remaining upon the termination of this Agreement shall, at that time, become a part of the realty and belong to Catellus. Any such alterations shall be made in accordance with all applicable laws, permits, licenses and other governmental authorizations, rules, ordinances, orders, decrees and regulations. The parties agree that overhead electrical wires shall be removed upon termination of this Agreement, together with any other improvements, fixtures or equipment agreed by the parties.

8.3 Relocation of Exclusive Area Improvements by MTA. MTA shall not have the right to relocate any tracks or other rail facilities or improvements within the Exclusive Area, or construct any additional tracks or other rail facilities or improvements within the Exclusive Area, without the prior written approval of Catellus, which approval shall be given or withheld in accordance with Section 8.4. In giving or withholding its approval, Catellus shall consider, without limitation, the proposed location of the tracks or other rail facilities or improvements, that the quality and design of materials to be used is consistent with prior work, the effect such relocation or alteration will have upon existing or reasonably anticipated future operation of Transit Services in the Train Yard or upon the passage of Permittees through the Train Yard passenger platforms and the Tunnel Common Area and the effect such relocation or alteration will have upon Catellus' planned development of the air rights above the Train Yard and Exclusive Area, as more particularly set forth in Section 4. In the event that any tracks or other rail facilities or improvements within the Train Yard must be relocated in order to accommodate the needs or desires of MTA, such relocation shall be at the sole cost and expense of MTA and Catellus shall not be required to incur any expense in connection therewith. In the event that any tracks or other rail facilities or improvements within the Train Yard must be relocated in order to accommodate the needs or desires of Catellus or any other Rail Operator, such relocation shall be at the sole cost and expense of Catellus and/or such other Rail Operator, as applicable, and MTA shall not be required to incur any expense in connection therewith.

8.4 Approval by Catellus of MTA's Plans.

The Construction License and Right of Entry for initial construction of the PLR shall be as provided in Section 8.1 of this Agreement.

8.4.1 Notice. At such time or times as MTA intends to commence any construction work for which Catellus' permission is required under this Agreement, MTA shall give written notice to Catellus describing in reasonable detail the intended action or activity, including, as completed, each stage of Plans developed therefor (i.e., concept drawings, schematic design drawings, design development documents and construction documents). Except as otherwise set forth in Section 8.1.6, Catellus shall have the right to review and approve such Plans, subject to the following terms. Catellus shall have 45 days after receipt of any such notice in which to object to MTA's intended Plans where the following is true:

(a) the Plans have not previously been submitted to Catellus;

(b) the Plans are a subsequent stage of design document (i.e., design development documents submitted following prior submittal and approval by Catellus of the schematic design documents submitted by MTA or construction documents submitted following prior submittal and approval by Catellus of design development documents); or

(c) the Plans as submitted are not a logical progression from previously approved Plans for the same area. Catellus shall have 15 days after receipt of any such notice in which to object to MTA's Plans where such stage of the Plans have previously been submitted to and approved by Catellus, but are subject to minor modifications or amendments which are logical progressions from previously approved Plans.

At the time of submittal to Catellus, MTA shall notify Catellus in writing of the time period for review which it believes is applicable to the submitted Plans. The time period specified by MTA shall apply unless Catellus provides written notice to MTA, within five days of Catellus' receipt of the Plans, of Catellus' determination that the time period provided is incorrect pursuant to the terms of this Section. In the event of a dispute, the longer time period shall govern, unless otherwise agreed by the Parties.

Catellus agrees that where full information has been provided on a prior Plan and has been approved by Catellus, Catellus shall review subsequent Plans for the same area to ascertain that the subsequent Plan is a logical progression of and not a material departure from previously approved Plans for the same area.

Any objections which Catellus may have to MTA's intended action or to the Plans shall be communicated to MTA in writing stating the reasons therefor with reasonable detail, and Catellus and MTA agree to meet, confer and negotiate in good faith to resolve any objections to the Plans or activities raised by Catellus. Failure by Catellus to respond to

MTA's notice within the applicable time period from receipt thereof shall be deemed approval of the submitted Plans. Such approval shall not release MTA from the requirement of submitting later stages of design drawings or amendments or modifications to Catellus. Catellus shall not charge MTA for the cost of the review specified herein.

Provided that there is no Event of Default under this Agreement pursuant to Section 17 hereof or if an MTA Event of Default has occurred, funds have been placed in escrow pursuant to Section 17.4.2, MTA shall be authorized to proceed with the construction of the alterations or relocation of improvements upon the receipt of Catellus' approval (or deemed approval) of the applicable Plans.

8.4.2 MTA recognizes that Catellus' review of Plans shall incorporate the principles that (a) MTA's right to access and utilize for construction portions of Union Station shall not have an adverse effect upon Catellus' development rights or operations at Union Station, including but not limited to Catellus' use and development of the air rights over and above, and the subterranean rights beneath, the Train Yard and Exclusive Area, as described in Section 4, or upon the operations of any other Station User and (b) there shall be no material interference by MTA with existing access routes used by the public or any Station User, including both vehicular and pedestrian paths.

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

8.5 Performance of Construction Work by MTA Under the Easements and the Construction License and Right of Entry.

8.5.1 MTA shall cooperate with Catellus, Metrolink and Amtrak in order to expedite the work and avoid interference with the operation of railway equipment in the Train Yard.

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

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

8.5.4 MTA shall not pile or store any materials, park or use equipment or construct any alterations or relocate any improvements which infringe upon railroad

clearances as imposed by the California Public Utilities Commission. Any proposed infringement on such clearances or walkways due to MTA's operations shall be submitted to Catellus and all affected Rail Operators, including Metrolink, and Amtrak and shall not be undertaken until approved by Catellus and such Rail Operators.

8.5.5 MTA shall be responsible for payment of all costs incurred for any damages to railroad roadbed, track and/or appurtenances thereto, resulting from use, occupancy or presence of its employees or agents on or about Union Station.

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

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

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

9. Maintenance and Repair.

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

10. Services to be Supplied by Catellus.

10.1 Temperature. Catellus shall provide heating and ventilation systems for the interior of Union Station, and MTA will abide by all reasonable regulations and requirements which Catellus may prescribe to permit the proper functioning and protection of such systems. The cost of heating and ventilating the Interior Common Area shall be a Common Area Expense. Catellus reserves the right upon reasonable notice to MTA (to the extent notice is practicable under the circumstances) to stop the heating and ventilation systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of Catellus, are desirable or necessary, until such repairs, alterations, replacements or improvements shall have been completed. Catellus agrees to make any necessary repairs, alterations, replacements or improvements to the heating and ventilation systems within a reasonable period of time, with due diligence, and with minimum practical interference with MTA's use of Union Station.

10.2 Utilities. Catellus shall provide a hook up to supply 200 Kva auxiliary power to the Exclusive Area for non traction power platform facilities from Catellus' 277/480V substation "C" located on the east side of the Train Yard. MTA shall install a metering device to determine the costs of this power for reimbursement of Catellus. Catellus shall cause to be supplied in the Common Area and Exclusive Area lighting, electrical, water and other utilities reasonably necessary for MTA to be able to operate the PLR, utilize the Easements and exercise its rights under this Agreement.

10.3 Security. Catellus shall provide security or shall cause security to be provided for the Common Area. Security in the Exclusive Area shall be the responsibility of the MTA. MTA, at its sole cost and expense, may, but shall have no obligation to, provide additional security upon PLR trains. Catellus and MTA agree, to the extent reasonable, to maximize the coordination, communication and cooperation between their security personnel, and through the Joint Management Committee shall request other Station Users to coordinate, communicate and cooperate in addition.

11. Liens.

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

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

12. Arbitration; Attorneys' Fees.

12.1 Arbitration. The parties shall negotiate in good faith to attempt to resolve any disputes under this Agreement. Except as otherwise provided in Section 17.3, if such negotiations fail the parties shall arbitrate any disputes. Any dispute hereunder (unless otherwise governed by the dispute resolution mechanisms in the Incorporated Sections) shall be submitted to a three-person arbitration panel composed of one person selected by each party and a neutral arbitrator chosen by agreement of the party-selected arbitrators. The party initiating the arbitration shall notify the other party of its arbitrator. The other party shall have 30 calendar days after receipt of such notice in which to select its arbitrator. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. If any party fails to select an arbitrator within the applicable time period, the other arbitrator(s) shall be empowered to render any award. Arbitration proceedings hereunder shall be conducted in accordance with California Code of Civil Procedure Sections 1280 et seq. (including the discovery provisions of California Code of Civil Procedure 1283.05), and all arbitration awards shall be final and binding upon the parties to the extent provided therein.

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

13. Insurance.

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

13.1.1 General Liability Insurance. A policy of general liability insurance (occurrence form, if available at commercially reasonable rates) having a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence, providing

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

13.1.2 Automobile Liability Insurance. MTA shall require all contractors and bus operators to obtain comprehensive automobile liability insurance having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and insuring MTA and Catellus against liability for claims arising out of ownership, maintenance or use of any owned, hired or non-owned automobiles;

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

13.1.4 Property Insurance. A policy or policies of fire and extended coverage insurance covering PLR's Common Area Equipment and PLR's Exclusive Area Equipment in commercially reasonable amounts. Each policy obtained by MTA shall be an "all risk" policy of insurance or equivalent insuring against all risks, including loss or damage by fire, windstorm, earthquake (unless waived by Catellus or not available at commercially reasonable rates), smoke damage and sprinkler leakage.

13.1.5 Additional Coverage for Construction License and Right of Entry. During the term of the Construction License and Right of Entry, and for any activity or occurrences pursuant thereto even if outside such term, MTA shall provide the following additional insurance:

(i) Builders' Risk. MTA shall provide "all risk" (including earthquake and flood) Builder's Risk coverage in an amount of not less than Twenty Million Dollars (\$20,000,000) per occurrence for earthquake and flood and Fifty Million Dollars (\$50,000,000) per occurrence for all other perils.

(ii) Railroad Protective Liability Policy. In the event that the exclusion referenced in Section 13.1.1(a) above is not deleted, MTA shall provide "green form" coverage of Two Million Dollars (\$2,000,000) per occurrence. Such policy shall be issued in favor of Catellus, the National Railroad Passenger Corporation and Metrolink.

13.2 General Provisions Regarding MTA Insurance.

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

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

13.2.3 Additional Insured. Catellus and its Mortgagees shall be named as additional insureds under all of the policies required by Section 13.1.1 (Commercial General Liability Insurance), Section 13.1.2 (Automobile Liability Insurance), and Section 13.1.5 (Additional Insurance). The policies required under Sections 13.1.1, 13.1.2 and 13.1.5 shall provide for severability of interest.

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

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

13.3 Self-Insurance. Notwithstanding anything in this Section 13 to the contrary, provided that MTA can demonstrate to the reasonable satisfaction of Catellus that MTA has a funded reserve for losses not covered by insurance of at least Ten Million Dollars (\$10,000,000) by provision of the following documentation or such other information as Catellus may reasonably request, MTA may self-insure with respect to the insurance requirements in Section 13.1. If MTA desires to self-insure with respect to all or a part of the above-required insurance, it shall submit the following to Catellus:

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

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

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

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

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

MTA shall update the funded reserve information provided to Catellus on an annual basis. MTA shall notify Catellus of any change in its program of self-insurance within ten (10) business days following such change. Whenever Catellus reasonably determines that the funded reserve of MTA has fallen below Ten Million Dollars (\$10,000,000) or that the program of self-insurance, as revised, fails to meet industry standards for such insurance, Catellus may, in its sole discretion, require that MTA immediately obtain and file certificates of insurance as described above and may restrict MTA entry onto Union Station until such time as the required certificates have been delivered to Catellus.

13.4 Required Catellus Coverage. Catellus shall obtain and keep in full force and effect at all times during the term of this Agreement the following insurance:

13.4.1 General Liability Insurance. A policy of commercial general liability insurance (occurrence form, if available at commercially reasonable rates) having a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence, providing coverage for, among other things, blanket contractual liability, premises, products/completed operations and personal and advertising injury coverage, with deletion of (a) the exclusion for operations within fifty (50) feet of a railroad track (railroad protective liability), if applicable, and (b) the exclusion for explosion, collapse or underground hazard, if applicable; provided, however, that if any portion of the \$10,000,000 coverage is in the form of a "claims-made" rather than an "occurrence" policy, "tail" coverage must be purchased with limits equal to the claims-made policy for one additional year.

13.4.2 Property Insurance. A policy or policies of fire and extended coverage insurance covering the Interior Common Area in commercially reasonable amounts. Each policy obtained by Catellus shall be an "all-risk" policy of insurance or equivalent

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insuring against all risks, including loss or damage by fire, windstorm, earthquake (unless waived by MTA or not available at commercially reasonable rates), smoke damage and sprinkler leakage.

13.5 General Provisions Regarding Catellus Insurance.

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

13.5.2 Excess Coverage. Any umbrella liability policy or excess liability policy must satisfy the terms of Section 13.4 above and will provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance, if available at commercially reasonable rates.

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

14. Liability.

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

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

14.3 Joint Conduct. In the event of any loss, cost, damage, expense or liability relating to injuries to or death of any person or persons or loss, damage or destruction to any property which results from the negligence or intentional misconduct of both MTA, its employees, agents, contractors, servants, vendors or suppliers, on the one hand, and Catellus, its employees, agents, contractors, servants, vendors or suppliers, on the other hand, each party shall bear such loss, cost, damage, expense or liability in accordance with its relative degree of fault. MTA shall, at its expense, defend with counsel reasonably satisfactory to Catellus and its insurer, any such claim brought against Catellus, MTA and/or any of their respective employees, agents, contractors, servants, vendors or suppliers, arising

out of an incident in MTA's Transit Services or MTA's other operations at Union Station. Catellus shall, at its expense, defend with counsel reasonably satisfactory to MTA and its insurer, any such claim brought against Catellus, MTA and/or any of their respective employees, agents, contractors, servants, vendors or suppliers, arising out of an incident in the Common Area or Train Yard (other than an incident in the Common Area or Exclusive Area arising out of MTA's Transit Services or MTA's other operations at Union Station).

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

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

14.6 Notice and Defense. Except as otherwise provided in Section 14.3, in case suit shall at any time be brought against either MTA or Catellus asserting a liability against which the other agrees to indemnify and save harmless the party sued, the indemnifying party shall, at its own cost and expense and without any cost or expense whatever to the party sued, defend such suit and indemnify and save harmless the party sued against all costs and expenses thereof and promptly pay or cause to be paid any final judgment recovered against the party sued; provided, however, that the party sued shall promptly upon the bringing of any such suit against it give notice to the indemnifying party and thereafter provide all such information as may from time to time be requested. Each party shall furnish to the other all such information relating to claims made for injuries, deaths, losses, damage or destruction of the type covered by this Section 14 as such other party may from time to time reasonably request.

15. Hazardous Materials: Environmental Compliance.

15.1 Compliance. Neither party shall cause or permit any Hazardous Materials to be brought upon, generated, stored, handled or disposed of in, on or about any portion of Union Station in violation of any applicable federal, state or local laws, regulations or

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ordinances, provided that the foregoing shall not prohibit any party from bringing onto, storing, handling and using at Union Station such Hazardous Materials as are necessary in connection with such party's business so long as (i) such Hazardous Materials are stored, handled and used only in such quantities as are reasonably necessary for such party's business, (ii) such Hazardous Materials are stored, handled and used in accordance with all applicable federal, state and local laws, regulations and ordinances, as well as any manufacturer's instructions for such storage, handling and use, and otherwise in a prudent manner, and (iii) any of such Hazardous Materials that are not used in such party's business are disposed of properly in accordance with all applicable federal, state and local laws, regulations and ordinances, as well as any manufacturer's instructions for such disposal, and otherwise in a prudent manner, at a location other than Union Station.

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

15.3 Remediation. If the presence of any Hazardous Material in, on or about Union Station brought onto, stored, handled or used, or caused to be brought onto, stored, handled or used, by either Catellus or MTA results in any release, spill or discharge on Union Station, such responsible party shall (i) promptly take all actions at its sole expense as are necessary to remediate Union Station to the satisfaction of the governmental agency or agencies having jurisdiction thereof and (ii) shall indemnify the other party in accordance with Section 14. Any actions taken by MTA under the preceding sentence shall be taken only after obtaining the prior approval of Catellus, which approval shall not be unreasonably withheld or delayed so long as such action would not potentially have any material adverse long-term or short-term effect upon Union Station.

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

16. Duration and Termination of Easements.

16.1 Duration. Except as otherwise provided in this Agreement, the Easements granted under this Agreement shall be permanent.

16.2 Termination.

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

(a) In accordance with the terms and conditions of Section 17.4.1; or

(b) In the event an Abandonment has occurred, provided that no Abandonment shall be deemed to have occurred unless Catellus has given MTA written notice, at least one year before an Abandonment will occur, to the effect that Catellus believes an Abandonment may occur.

16.2.2 This Agreement may be terminated by MTA upon not less than one year's prior written notice to Catellus, in the event that MTA has firm plans and proper authority to discontinue the PLR operation in Los Angeles, California or to conduct such operation into or through another passenger facility in Los Angeles, California. In the event that this Agreement is so terminated, MTA shall restore Union Station in accordance with, and to the extent required by, Section 8.2.

17. Defaults and Remedies.

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

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

17.1.2 The failure by MTA to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by MTA, other than as described in Section 17.1.1 above, as and when due, where such failure shall have continued for a period of 30 days after MTA's receipt of written notice thereof from Catellus, and where the damages from such failure to Catellus can be quantified in monetary terms; or

17.1.3 The failure by MTA to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by MTA, other than as described in Section 17.1.1 or 17.1.2 above, as and when due, where such

failure shall have continued for a period of 30 days after MTA's receipt of written notice thereof from Catellus, and where the nature of the remedy for such failure elected by Catellus is non-monetary; provided, however, that if the nature of MTA's default is such that more than 30 days are reasonably required for its cure, then MTA shall not be deemed to be in default if MTA commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

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

17.3 Disputes. In the event of any dispute between the parties with respect to an alleged default or an alleged Event of Default, the parties shall submit their dispute to arbitration in accordance with the provisions of Section 12.1; provided, however, that if either party seeks equitable relief, including without limitation termination of this Agreement, such party shall seek such relief from a court of competent jurisdiction without resort to arbitration. The arbitration award shall be enforceable as provided in the California Code of Civil Procedure.

17.4 Remedies.

17.4.1 Upon the occurrence of an Event of Default, the non-defaulting party shall have all available remedies at law or in equity, including but not limited to the right of termination.

17.4.2 In the case of an Event of Default on the part of MTA under Section 17.1.1 or 17.1.2, termination of this Agreement shall not be available to Catellus in the event that MTA shall timely place in escrow the sum contested or an amount reasonably requested by Catellus as sufficient to cover the damages proximately resulting from such Event of Default. Such amount shall be placed in escrow no less than 15 business days after the Event of Default or 30 days after written notice of the amount to be put in escrow, whichever is later. Such amount shall remain in an interest bearing account pending resolution of any dispute. MTA shall not be required to place in escrow an amount to cover consequential damages, including but not limited to lost profits, expectation or opportunity costs, but Catellus shall not be precluded from seeking such damages in such dispute.

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

unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party.

18. Assignment, Subletting and Encumbering.

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

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

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

19. Subordination, Attornment and Non-Disturbance.

19.1 Subordination and Non-Disturbance. This Agreement, at Catellus' option, shall be subordinate to any mortgage, deed of trust or any other hypothecation or security now or hereafter placed upon Union Station or any portion thereof, and to any and all

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

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

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

20. Casualty.

20.1 Repair Obligations. In the event that any building or other improvement located at Union Station is damaged or destroyed by fire or other cause, (i) subject to the other terms and provisions of this Section 20.1, Catellus, to the extent of all available insurance proceeds, promptly shall repair, restore or reconstruct the damaged improvements, other than damaged PLR Common Area Equipment and PLR Exclusive Area Equipment, unless MTA agrees otherwise, and (ii) MTA, to the extent of all available insurance proceeds, promptly shall repair, restore or reconstruct damaged PLR Common Area Equipment and PLR Exclusive Area Equipment, unless Catellus agrees otherwise. During such repair, restoration or reconstruction, Catellus shall, to the maximum extent possible, provide alternative access sufficient for MTA's Permittees to have access to the Transit Services. If despite Catellus' efforts MTA suffers an Impairment, the PLR/Metrolink Share of Common Area Expenses shall be abated for the period of such Impairment to the extent of such Impairment. In the event of any such damage or destruction which is not covered by

insurance or the cost of which exceeds the available insurance proceeds, or in the event Catellus' Mortgagees are not obligated, by the terms of any applicable mortgages or deeds of trust or by any provision of California law, to release insurance proceeds, Catellus shall have no obligation to repair, restore or reconstruct such improvements unless MTA and/or the other Station Users agree in writing to pay the entire amount of the uninsured portion of the cost of repair, restoration or reconstruction and deposit the full amount thereof in an interest bearing account for the use of Catellus in making the required repair, restoration or reconstruction, in which event Catellus shall have the obligation so to repair, restore or reconstruct.

20.2 No Effect upon Easements. Destruction of all or any portion of any building, structure or improvement which is subject to any easement or right of MTA or any of MTA's Permittees hereunder shall not terminate or destroy such easements or rights, but such easements and rights shall remain and apply to any new, rebuilt, repaired or reconstructed building, structure or improvement built within the portion of Union Station subject to such easements and rights. Any relocation of easements shall be pursuant to Section 3.4 and Section 3.5 of this Agreement.

21. Condemnation.

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

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

22. Filming.

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

23. Labor Agreements.

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

24. Estoppel Certificates.

At any time during the term of this Agreement, upon not less than 10 days prior written notice from either party, the other party shall execute, acknowledge and deliver to the requesting party a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), (ii) acknowledging that there are not, to the responding party's knowledge, any uncured defaults hereunder on the part of the requesting party, or specifying such defaults if any are claimed, and (iii) providing such other information as may reasonably be requested in the written notice of the requesting party. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of Union Station or any portion thereof.

25. Force Majeure; Unavoidable Delays.

In the event that the performance of any act required by this Agreement to be performed by either Catellus or MTA is prevented or delayed by reason of an act of God, strike, riot, civil unrest, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, inclement weather or any other cause, except financial

inability, not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this Section 25 shall excuse the prompt payment of money by MTA as required by this Agreement or the performance of any act rendered difficult solely because of the financial condition of the party, Catellus or MTA, required to perform the act.

26. Authority; Quiet Enjoyment.

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

27. Notices.

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

To Catellus:

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

Tom Payne
Attention: Vice President, Development

With a copy to:

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

Attention: Assistant General Counsel

Latham & Watkins
633 West Fifth Street, Suite 4000
Los Angeles, California 90071

Attention: Lucinda Starrett, Esq.

To MTA:

Los Angeles County Metropolitan Transportation Authority
818 West Seventh Street
Los Angeles, California 90017

Attention: Director of Real Estate

With a copy to:

Rail Construction Corporation
403 West Eighth Street, Suite 500
Los Angeles, California 90014-3096

Attention: Blue Line/Pasadena Light Rail Manager

Los Angeles County Metropolitan Transportation Authority
818 West Seventh Street
Los Angeles, California 90017

Attention: General Counsel

And to:

Brand Farrar Dziubla Freilich & Kolstad
515 South Flower Street, Suite 3500
Los Angeles, California 90071-2201

Attention: Amy E. Freilich, Esq.

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

28. General Provisions.

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

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

28.3 Recording of Agreement. The parties contemplate that this Agreement shall be recorded by MTA and MTA shall pay any applicable recording fees.

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

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

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

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

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

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

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

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

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

28.13 Construction of Easements. This Agreement and all Easements and covenants created hereunder shall run with the land and shall benefit and be binding upon Catellus and its successors and assigns. All Easements, covenants and rights created by or pursuant to this Agreement shall be easements in gross and shall run in favor of and benefit MTA and its permitted successors and assigns hereunder. The Easements are agreed by the parties to be specifically assignable by MTA and MTA's successors and assigns pursuant to, and in compliance with, Section 18 of this Agreement.

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

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: Theodore L. Tanner

Theodore L. Tanner
Vice President, Development

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

By: L. A. Kimball

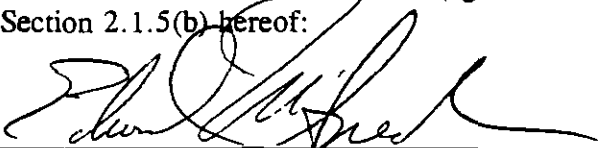
for Franklin E. White
Chief Executive Officer

Approved as to Form By

THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

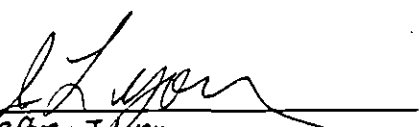
By: Jeffrey J. Lyon
Jeffrey J. Lyon
Assistant General Counsel

RAIL CONSTRUCTION CORPORATION (agreement only as to Section 2.1.5(b) hereof:

By: 
Name: President Edward McSpedon
Title: President

Approved as to Form for

RAIL CONSTRUCTION CORPORATION

By: 
Name: Gregory J. Lyon
Title: Assistant General Counsel

EX D

TITLE VESTED IN : CATELLUS CORPORATION	The data shown on this map and/or plat is compiled from public sources & is subject to field verification. Bearings and distances are based on California Coordinate System Zone 18. Coordinates obtained from Los Angeles City Survey Division.		
DESCRIPTION : PORTIONS OF TR. 10151, M.B. 157-45/47, BAKER TR.M.R. 60-II, BAUCHET TR.M.R. 37-29/30 & CITY LANDS OF LA. M.R. 2-504/504			
TITLE REPORT : PENDING			
BENCH MARK :			
ASSESSORS REF. 5409-023-6.15.16	R.O.W. REFERENCE R-RW01 2,3,PA-010	NO.	DATE
			REVISION DESCRIPTION

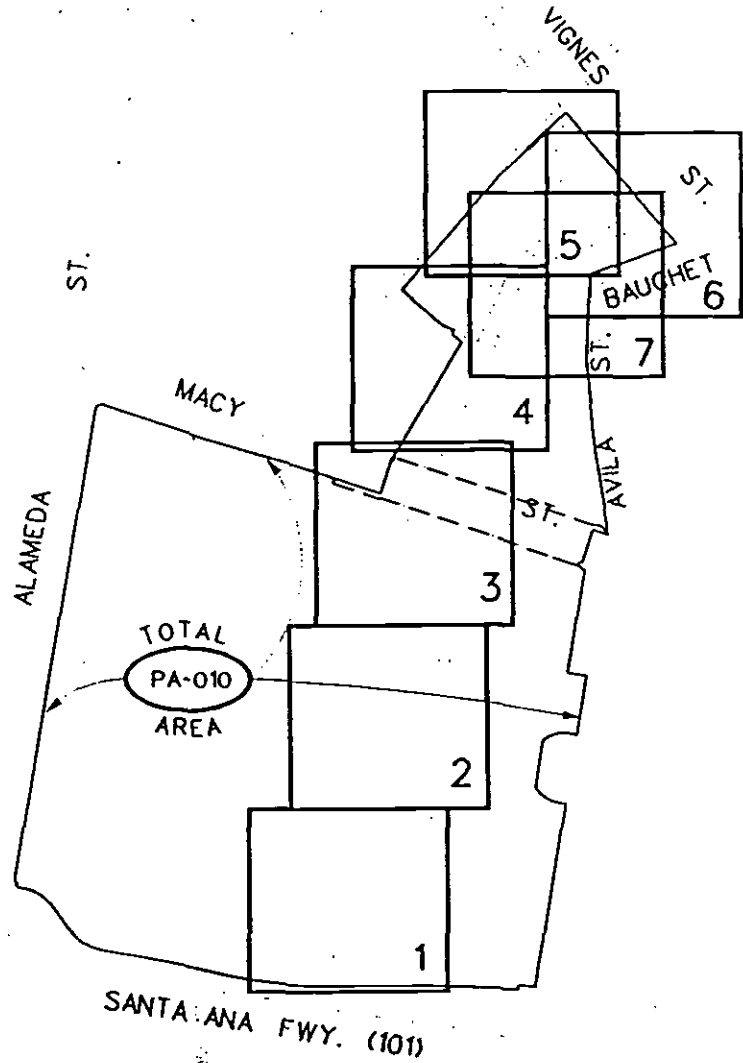


EXHIBIT D

AREA	TOTAL	PERMANENT AREA	TEMPORARY EASEMENT
SQUARE FEET	1674572	89867	62042

Rail Construction Corporation
METRO PASADENA LINE

EDMUNDS ENGINEERING MANAGEMENT CONSULTANT
Professional Engineer, State of California
 License No. 10000
 10000 State Street, Suite 1000
 Los Angeles, California 90015

APPROVED BY: _____
 PROJECT MANAGER DATE

SUBMITTED BY: *[Signature]* L.S. 3428

PARCEL PLAT

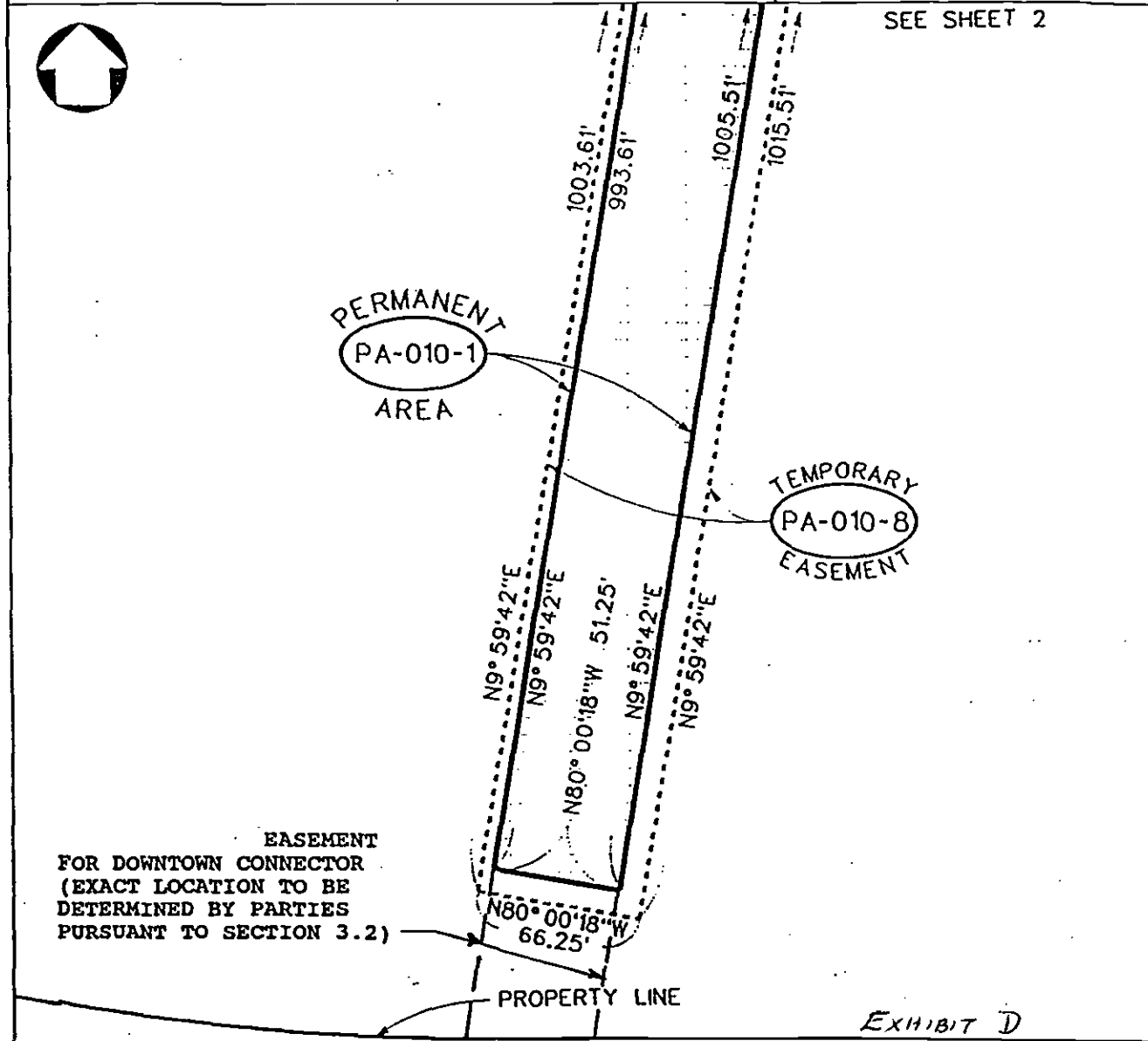
PA-010
INDEX SHEET

CONTRACT NO./DESIGN UNIT	C6490
SCALE	1"=400'
DATE	10/8/93
DRAWN BY	C. SY
CHECKED BY	G. COX
REV. DATE	1/14/94
REV. NO.	1

PA-010 (REV. 1/14/94) SHEET 1 OF 1

Ex D

TITLE VESTED IN : CATELLUS CORPORATION		The data shown on this map and/or plat is compiled from public sources & is subject to field verification. Bearings and distances are based on California Coordinate System Zone 10 coordinates obtained from Los Angeles City Survey Division.	
DESCRIPTION :		1	1/14/94 REVISED PA-010-1 & PA-010-8
TITLE REPORT :			
BENCH MARK :			
ASSESSORS REF.	R.O.W. REFERENCE	NO.	DATE REVISION DESCRIPTION

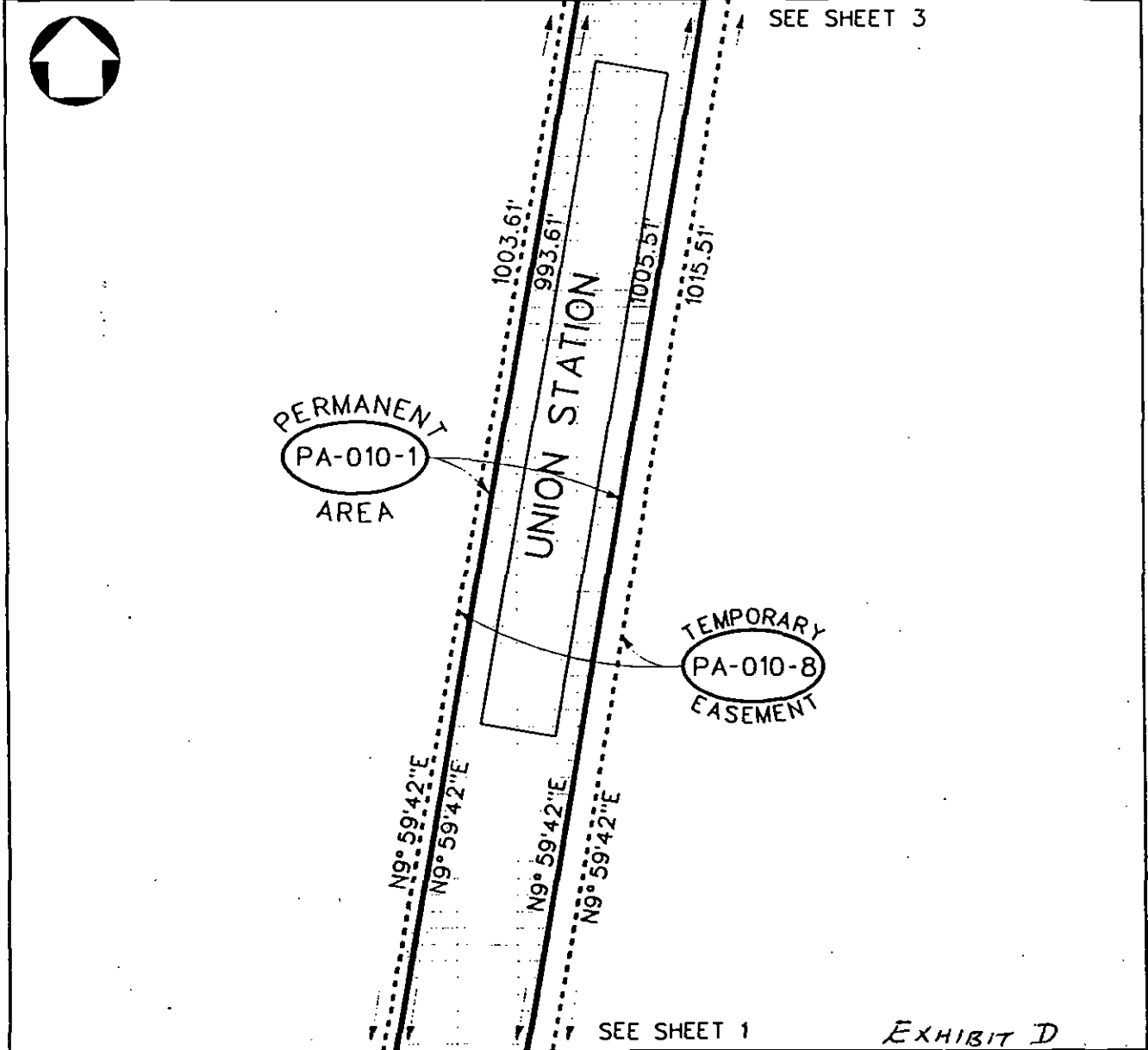


AREA	TOTAL	PERMANENT AREA	TEMPORARY EASEMENT
SQUARE FEET		89867	62042

Rail Construction Corporation METRO PASADENA LINE	APPROVED BY: _____ PCC PROJECT MANAGER DATE	CONTRACT NO. DESIGN UNIT C6490
		SCALE 1"=60'
ENGINEERING MANAGEMENT CONSULTANT <small>Professional Engineer & Surveyor, No. 10000 California Engineer, Civil License No. 10000 Licensed Surveyor, License No. 10000 10000 Main Street, Los Angeles, CA 90001</small> SUBMITTED BY: J.S. 3423	PARCEL PLAT PA-010 SHEET 1 OF 7	DATE 10/8/93
		DRAWN BY C. SY
		CHECKED BY G. COX
		REV. DATE REV. NO. 1/14/94 1

Ex D

TITLE VESTED IN : CATELLUS CORPORATION		The area shown on this map and/or plat is compiled from public sources & is subject to field verification. Bearings and distances are based on California Coordinate System Zone coordinates obtained from Los Angeles City Survey Division.	
DESCRIPTION :		1	VH/94 REVISED PA-010-1 & PA-010-8
TITLE REPORT :			
BENCH MARK :			
ASSESSORS REF.	R.O.W. REFERENCE	NO.	DATE
			REVISION DESCRIPTION



AREA	TOTAL	PERMANENT AREA	TEMPORARY EASEMENT
SQUARE FEET		89867	62042

<p>Rail Construction Corporation METRO PASADENA LINE</p>	<p>APPROVED BY</p> <p>PROJECT MANAGER</p>	<p>CONTRACT NO./DESIGN UNIT</p> <p>C6490</p>
		<p>SCALE</p> <p>1"=60'</p>
<p>ENGINEERING MANAGEMENT CONSULTANT</p> <p>Submitted By</p> <p>J.S. 3428</p>	<p>DATE</p> <p>10/8/93</p>	<p>DESIGNED BY</p> <p>C. SY</p>
		<p>DRAWN BY</p> <p>G. COX</p>
		<p>REVISION DATE</p> <p>1/14/94</p>
<p>PARCEL PLAT</p> <p>PA-010</p> <p>SHEET 2 OF 7</p>		<p>REV. NO.</p> <p>1</p>

10/14/94 11:30 AM C:\PROJECTS\PA010\PA010-8.DWG

Ex D

TITLE VESTED IN : **CATELLUS CORPORATION**

DESCRIPTION :

TITLE REPORT :

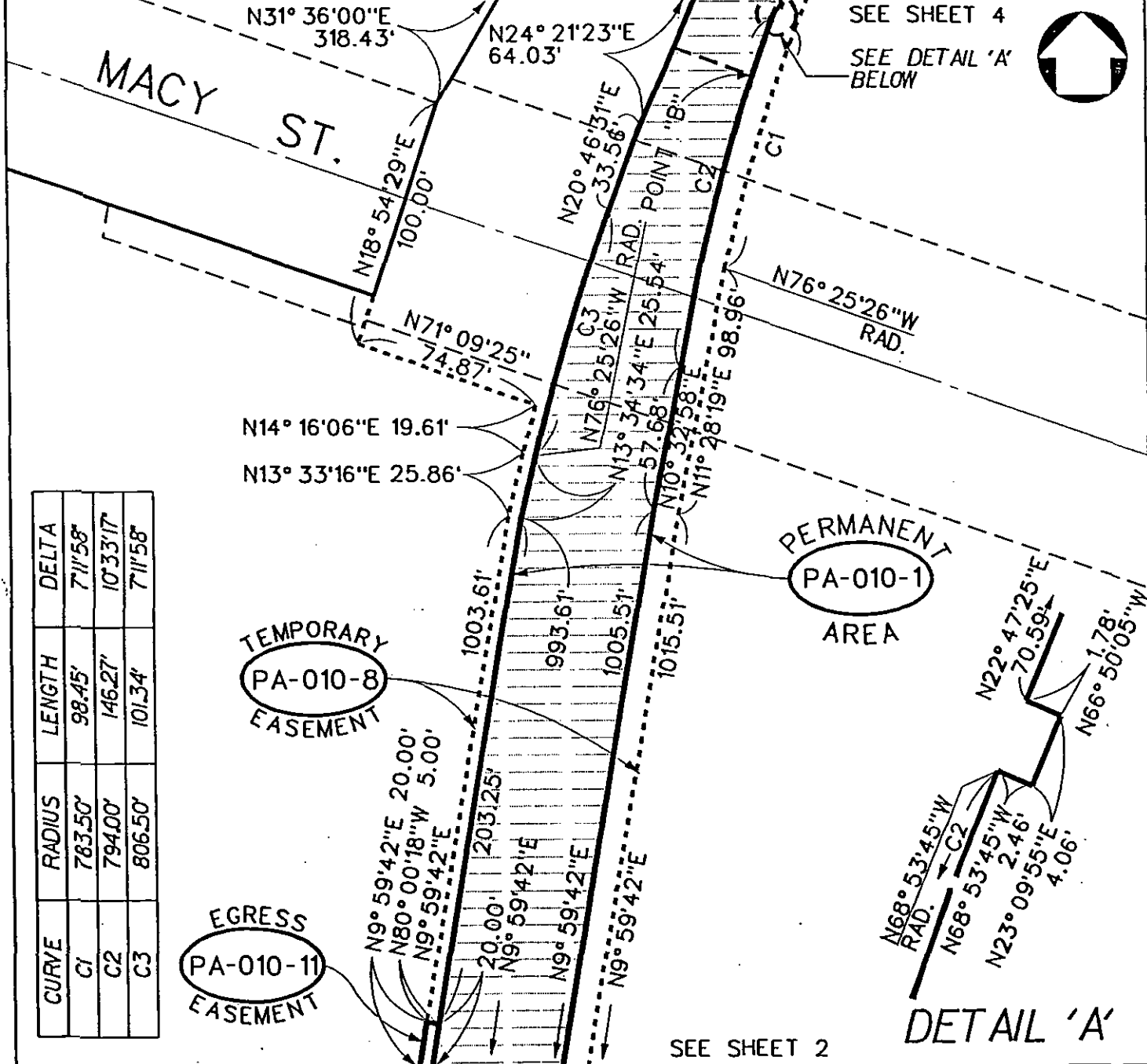
BENCH MARK :

ASSESSORS REF. : R.O.W. REFERENCE

The data shown on this map and/or plat is compiled from public sources & is subject to field verification. Bearings and distances are based on California Coordinate System Zone 18 coordinates obtained from Los Angeles City Survey Division.

1	10/27/93	ADDED PA-010-11
2	1/14/94	REVISED PA-010-1 & PA010-8
3	2/8/94	REVISED PA-010-1

NO.	DATE	REVISION DESCRIPTION
-----	------	----------------------



CURVE	RADIUS	LENGTH	DELTA
C1	783.50'	98.45'	7°11'58"
C2	794.00'	146.27'	10°33'17"
C3	806.50'	101.34'	7°11'58"

AREA	TOTAL	PERMANENT AREA	TEMPORARY EASEMENT	EGRESS-EASEMENT	EXHIBIT D
SQUARE FEET		89867	62042	100	

Rail Construction Corporation
METRO PASADENA LINE

ENGINEERING MANAGEMENT CONSULTANT
EDMUN
Submitted by: *[Signature]* L.S. 3428

APPROVED BY:
RCC PROJECT MANAGER DATE

PARCEL PLAT
PA-010
SHEET 3 OF 7

CONTRACT NO./DESIGN UNIT		C6490
SCALE		1"=60'
DATE		10/8/93
DRAWN BY		C. SY
CHECKED BY		G. COX
REV. DATE	REV. NO.	2/8/94 3

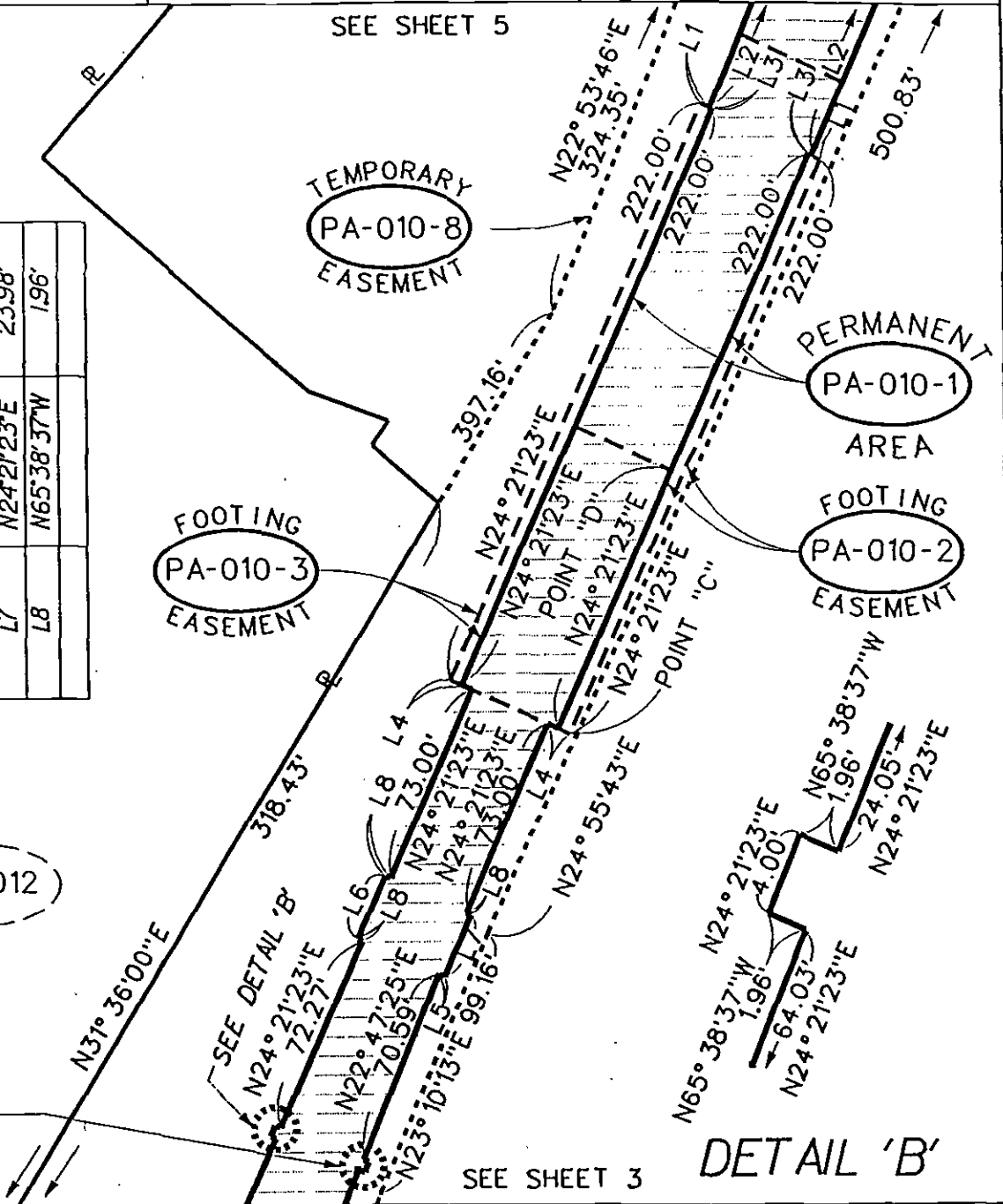
The data shown on this map and/or plat is compiled from public sources & is subject to field verification. Bearings and distances are based on California Coordinate System Zone VII coordinates obtained from Los Angeles City Survey Division.

NO.	DATE	REVISION DESCRIPTION
1	1/14/94	REVISED PA-010-1 & PA-010-8
2	2/8/94	REVISED PA-010-1

TITLE VESTED IN :	CATELLUS CORPORATION
DESCRIPTION :	
TITLE REPORT :	
BENCH MARK :	
ASSESSORS REF.	R.O.W. REFERENCE



LINE No.	DIRECTION	DISTANCE
L1	N65°38'37"W	3.50'
L2	N24°21'23"E	202.34'
L3	N65°38'37"W	1.00'
L4	N65°38'37"W	9.50'
L5	N66°50'05"W	1.78'
L6	N24°21'23"E	24.05'
L7	N24°21'23"E	23.98'
L8	N65°38'37"W	1.96'



SEE DETAIL 'A' ON SHT. 3 OF 7

DETAIL 'B'

AREA	TOTAL	PERMANENT AREA	TEMPORARY EASEMENT	EXHIBIT D
SQUARE FEET		89867	62042	

Rail Construction Corporation
METRO PASADENA LINE

ENGINEERING MANAGEMENT CONSULTANT
Parsons Brinckerhoff Quade & Douglas, Inc.
 3000 Wilshire Blvd., Suite 2000, Los Angeles, CA 90010
 A Subsidiary of Parsons Corp.
 California Professional Engineer License No. 44567
 Justin G. Mahoney, Inc.
 1000 Wilshire Blvd., Suite 2000, Los Angeles, CA 90010

APPROVED BY: *[Signature]*

DATE: _____

RCC PROJECT MANAGER DATE

DATE: _____

DATE: _____

PARCEL PLAT

PA-010

SHEET 4 OF 7

CONTRACT NO./DESIGN UNIT
C6490

SCALE
1"=60'

DATE
10/8/93

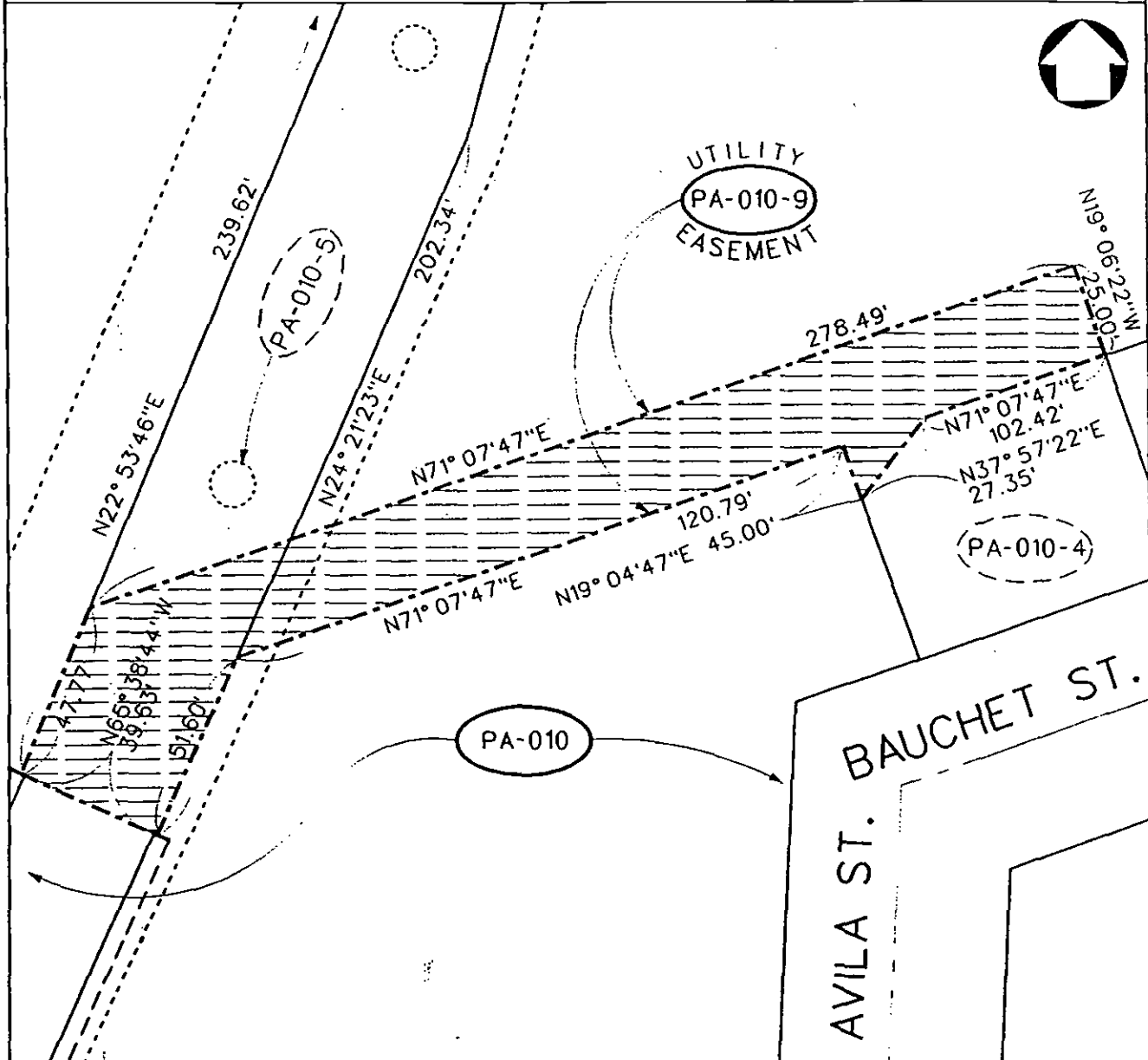
DRAWN BY
C. SY

CHECKED BY
G. COX

REV. DATE
2/8/94

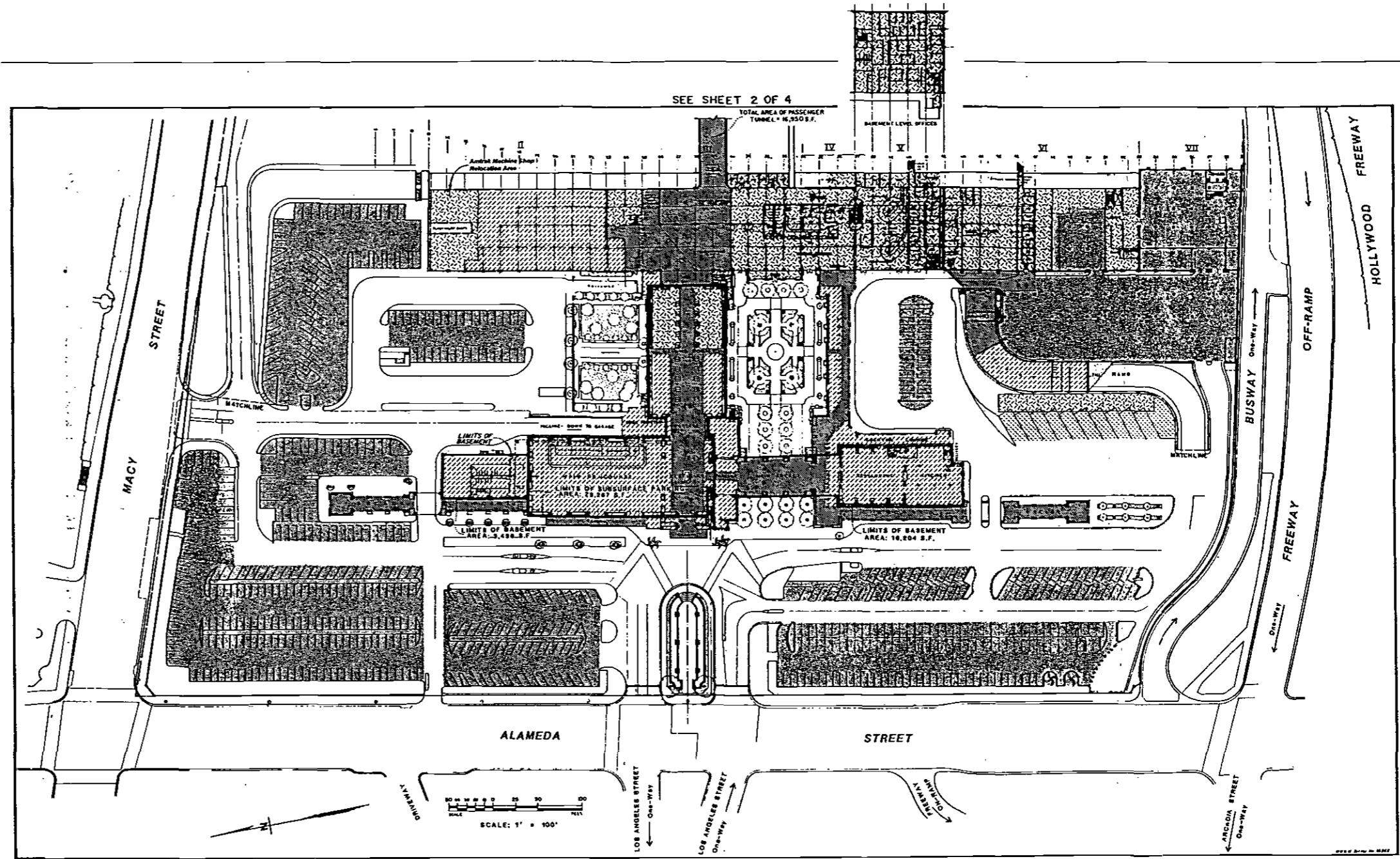
REV. NO.
2

TITLE VESTED IN : CATELLUS CORPORATION		The data shown on this map and/or plat is compiled from public sources & is subject to field verification. Bearings and distances are based on California Coordinate System, Zone coordinates obtained from Los Angeles City Survey Division.	
DESCRIPTION :			
TITLE REPORT :			
BENCH MARK :		1	1/14/94 REV'D. PA-010-4 & PA-010-9
ASSESSORS REF.	F.O.W. REFERENCE	NO.	DATE
			REVISION DESCRIPTION



AREA	TOTAL	PERMANENT AREA	METRO/PA PERMITS	UTILITY EASEMENT	EXHIBIT D
SQUARE FEET		4268	3662	8723	

Rail Construction Corporation METRO PASADENA LINE		<p>PARCEL PLAT</p> <p>PA-010</p> <p>SHEET 7 OF 7</p>	CONTRACT NO./DESIGN UNIT C6420
Engineering Management Consultant <small>Professional Engineer (PE) License No. 10000</small>			SCALE 1" = 40'
APPROVED BY		DATE 10/8/93	DRAWN BY C. SY
CHECKED BY		CHECKED BY G. COX	REV. DATE 1/14/94
PROJECT MANAGER <small>DATE</small>		REV. NO. 1	



TABULATION OF AREAS						NOTES	DESIGNATES
TYPE	SHEET 1	SHEET 2	SHEET 3	SHEET 4	TOTAL		
[Pattern]	65,533 S.F.	18,056 S.F.	2,370 S.F.	0 S.F.	86,559 S.F.		EXCLUSIVE AMTRAK BUILDING
[Pattern]	0 S.F.	348,866 S.F.	241,180 S.F.	249,454 S.F.	849,500 S.F.		NON-EXCLUSIVE TRAIN YARD AREA
[Pattern]	61,404 S.F.*	3,333 S.F.	0 S.F.	0 S.F.	65,427 S.F.	* Includes Passenger Tunnel Area of 16,950 S.F.	COMMON BUILDING **
[Pattern]	60,335 S.F.	8,164 S.F.	0 S.F.	0 S.F.	68,499 S.F.		EXCLUSIVE CATELLUS BUILDING
[Pattern]	198,536 S.F.	218,054 S.F.	90,137 S.F.	22,684 S.F.	629,411 S.F.		EXCLUSIVE CATELLUS SITE/PARKING GARAGE
[Pattern]	289,708 S.F.	148,066 S.F.	47,702 S.F.*	0 S.F.	585,476 S.F.	* Excludes areas in stream.	COMMON SITE **
[Pattern]	6,144 S.F.	8,122 S.F.	0 S.F.	0 S.F.	14,266 S.F.		EXCLUSIVE AMTRAK SITE
[Pattern]	0 S.F.	28,110 S.F.	0 S.F.	0 S.F.	28,110 S.F.		TEMPORARY METROLINK (S.C.R.R.A.) BUS PLAZA
[Pattern]	0 S.F.	54,022 S.F.	44,544 S.F.	0 S.F.	98,566 S.F.		PASADENA LIGHT RAIL EXCLUSIVE EASEMENT

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

KEY TO SYMBOLS USED

- [Pattern] EXCLUSIVE AMTRAK BUILDING
- [Pattern] NON-EXCLUSIVE TRAIN YARD AREA
- [Pattern] EXCLUSIVE AMTRAK SITE
- [Pattern] COMMON BUILDING
- [Pattern] TEMPORARY METROLINK (S.C.R.R.A.) BUS PLAZA
- [Pattern] PASADENA LIGHT RAIL EXCLUSIVE EASEMENT
- [Pattern] EXCLUSIVE CATELLUS BUILDING
- [Pattern] EXCLUSIVE CATELLUS SITE/PARKING GARAGE
- [Pattern] COMMON SITE
- [Pattern] LIMITS OF BASEMENT/SUBSURFACE PARKING

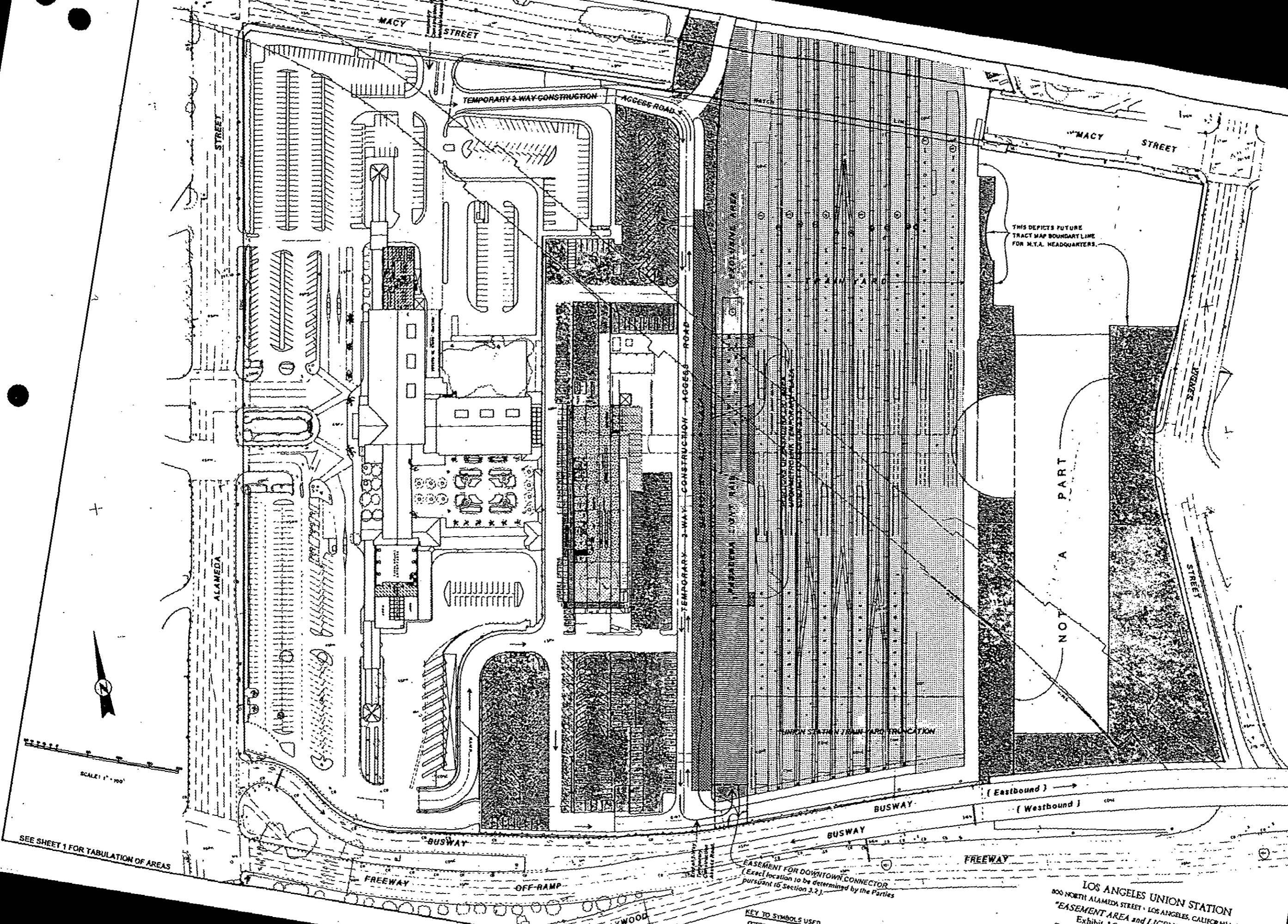
NOTE: ** = PART OF COMMON AREA.

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

"EASEMENT AREA and LICENSE AREA MAP"
 Exhibit 'G' to Agreement Between
 CATELLUS DEVELOPMENT CORPORATION
 and
 LOS ANGELES COUNTY METROPOLITAN TRANSIT AUTHORITY

EX G-1
 SHEET 1 OF 4

REVISED: MARCH 21, 1994



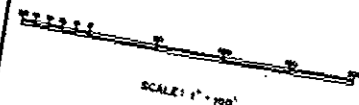
THIS DEPICTS FUTURE TRACT MAP BOUNDARY LINE FOR N.Y.A. HEADQUARTERS.

NOT A PART

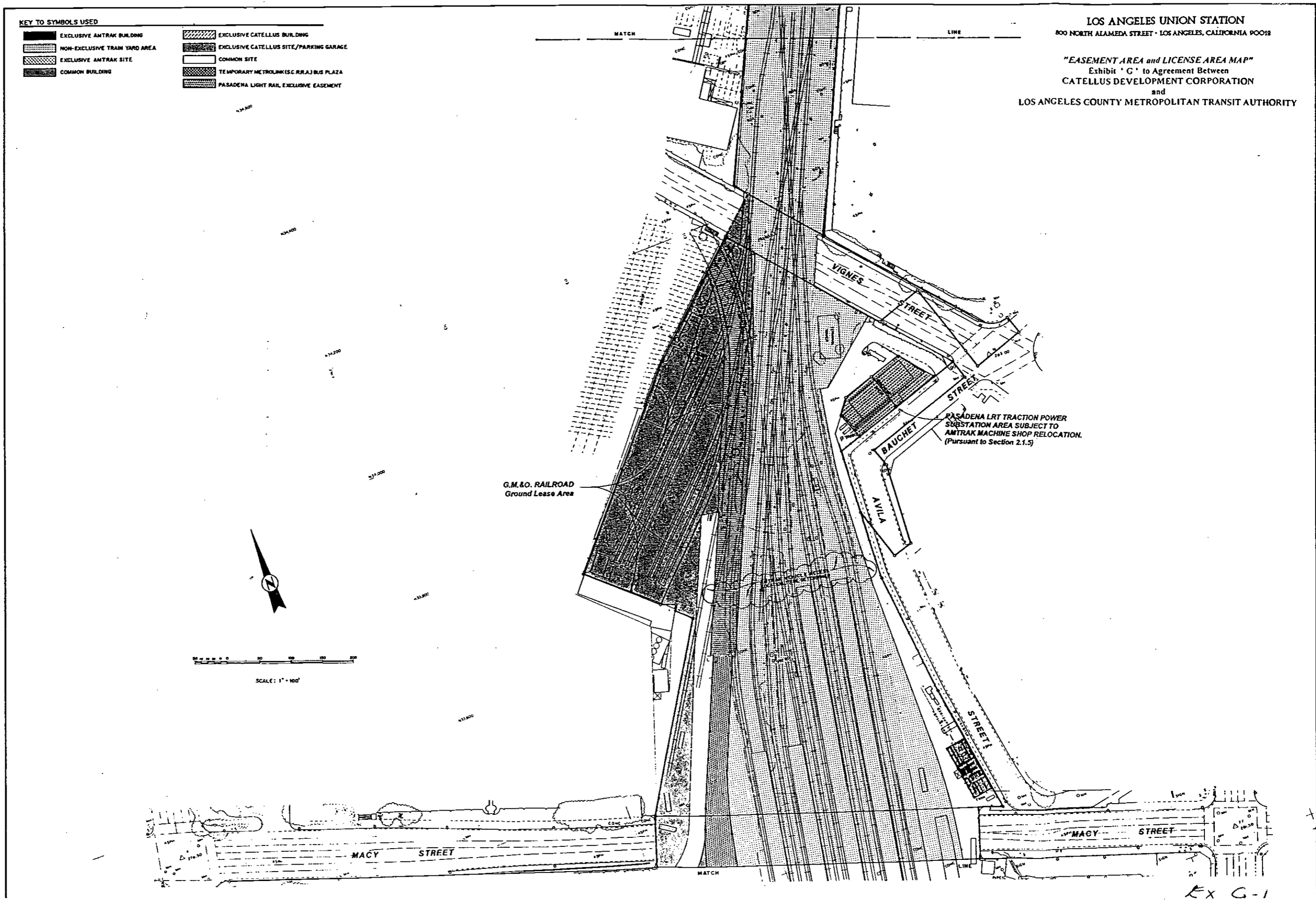
EASEMENT FOR DOWNTOWN CONNECTOR (Exact location to be determined by the Parties pursuant to Section 3.2).

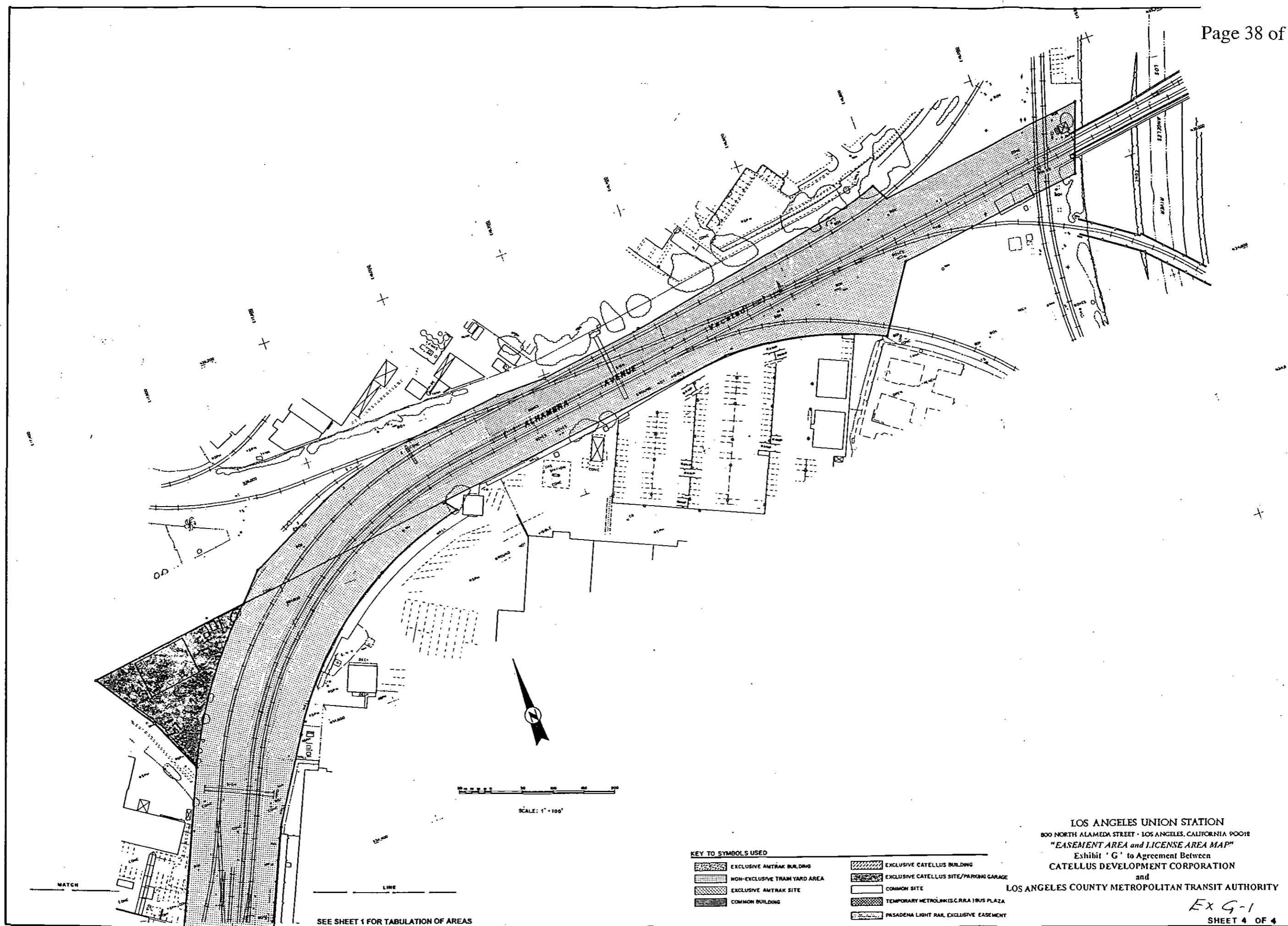
- KEY TO SYMBOLS USED**
- [Symbol] EXCLUSIVE ANTRAK BUILDING
 - [Symbol] NON-EXCLUSIVE TRAIN YARD AREA
 - [Symbol] EXCLUSIVE ANTRAK SITE
 - [Symbol] COMMON BLDG
 - [Symbol] EXCLUSIVE CATELLUS BUILDING
 - [Symbol] EXCLUSIVE

LOS ANGELES UNION STATION
 800 NORTH ALAMEDA STREET • LOS ANGELES, CALIFORNIA 90018
 "EASEMENT AREA and LICENSE AREA MAP"
 Exhibit "G" to Agreement Between
 CATELLUS DEVELOPMENT CORPORATION
 and
 LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY



SEE SHEET 1 FOR TABULATION OF AREAS





SEE SHEET 1 FOR TABULATION OF AREAS

KEY TO SYMBOLS USED

	EXCLUSIVE AMTRAK BUILDING		EXCLUSIVE CATELLUS BUILDING
	NON-EXCLUSIVE TRAIN YARD AREA		EXCLUSIVE CATELLUS SITE/PARKING GARAGE
	EXCLUSIVE AMTRAK SITE		COMMON SITE
	COMMON BUILDING		TEMPORARY METROLINK (S.C.R.R.A.) BUS PLAZA
			PASADENA LIGHT RAIL, EXCLUSIVE EASEMENT

LOS ANGELES UNION STATION
 800 NORTH ALAMEDA STREET • LOS ANGELES, CALIFORNIA 90018
 "EASEMENT AREA and LICENSE AREA MAP"
 Exhibit 'G' to Agreement Between
 CATELLUS DEVELOPMENT CORPORATION
 and
 LOS ANGELES COUNTY METROPOLITAN TRANSIT AUTHORITY

Ex G-1
 SHEET 4 OF 4

REVISED: MARCH 21, 1984

*from Cat
Metrolink*

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

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Clay M. Smith, Esq.
Catellus Development Corporation
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EASEMENT AGREEMENT

BETWEEN

CATELLUS DEVELOPMENT CORPORATION

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

Covering certain real property situated in:

City of Los Angeles
County of Los Angeles
State of California

Dated as of October 30, 1992

Miller, John

To: MacAdams, Susan

Susan I have scanned the Catellus = Metrolink Agreements and I find that there are sections that could affect your task of writing the "letter". There are several sections covering joint assumption of expenses, i.e., Section 1.11 on page 3 of the Easement Agreement between Catellus and SCRRA [92 2203060] for example. The same section refers to the Joint Management Committee, which is covered in Section 5.2 on page 39. Since regular meetings are required I suggest that this is the place to begin conferring about the "Macy" problem.

Reading about the "Committee awakens my memory. I have worked with Metro's member of the Committee years ago. At that time Patricia Chen was our representative and I suggest that you confer with her to determine the present member and for what other advice she can give. Her phone number is 23041 and her location is 99 - 23 - 3.

Sanata Fe had not operated a passenger train after about 1972 and surely not in Union Station after the ICC granted abandonment between Pasadena and LA. Hence Metro's acceptance of their possible obligations is probably nil. I will be interested in your opinion after considering the contents of 91 - 37076

Lets talk particularly before the meetings on December 1 2010

John Miller November 24 2010

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John Miller

11/24/2010

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SCHEDULE OF EXHIBITS

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

EASEMENT AGREEMENT

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

R E C I T A L S

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.31 Metrolink's Share of Common Area Expenses.

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

1.32 Metrolink's Share of Exclusive Area Expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.7 Use of Temporary Facilities.

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

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

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

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

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

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

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

2.11 Limitations on the Easements and Rights of Metrolink.

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

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

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

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

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

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

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

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

2.12 Lease of Office and Passenger Services Office.

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

3. Truncation, Reduction and Relocation of Easement Areas.

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

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

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

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

3.2 Truncation of Train Yard for Catellus Development.

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

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

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

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

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

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

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

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

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

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

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

4. Development by Catellus Over the Train Yard.

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

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

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

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

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

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

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

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

4.2 Vertical and Other Clearances.

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

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

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

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

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

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

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

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

5. Consultation between Catellus and Metrolink.

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

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

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

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

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

6. Costs and Taxes

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

6.2 Budgets; Estimate Statement; Payment of Expenses.

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

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

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

6.2.3 [Intentionally Deleted].

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

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

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

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

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

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

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

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

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

6.4 Audit and Objection Rights.

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

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

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

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

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

7. Use

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

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

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

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

8. Alterations and Relocations by Metrolink.

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

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

8.2 Relocation of Train Yard Improvements by Metrolink.

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

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

8.3 Approval by Catellus of Metrolink's Plans.

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

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

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

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

8.4 Performance of Construction Work by Metrolink.

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

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

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

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

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

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

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

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

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

9. Maintenance and Repair.

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

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

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

10. Services to be Supplied by Catellus.

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

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

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

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

11. Liens.

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

12. Arbitration; Attorneys' Fees.

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

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

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

13. Insurance.

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

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

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

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

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

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

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

13.2 General Provisions Regarding Metrolink Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.5 General Provisions Regarding Catellus Insurance.

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

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

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

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

14. Liability.

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

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

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

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

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

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

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

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

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

15. Hazardous Materials; Environmental Compliance.

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

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

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

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

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

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

16. Duration and Termination of Easements.

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

16.2 Termination.

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

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

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

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

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

17. Defaults and Remedies.

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

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

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

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

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

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

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

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

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

18. Assignment, Subletting and Encumbering.

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

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

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

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

19. Subordination, Attornment and Non-Disturbance.

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

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

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

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

20. Casualty.

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

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

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

21. Condemnation.

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

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

22. Filming.

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

23. Labor Agreements.

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

24. Estoppel Certificates.

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

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

25. Force Majeure; Unavoidable Delays.

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

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

26. Authority; Quiet Enjoyment.

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

27. Notices.

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

To Catellus:

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

Attention: Vice President, Development

With a copy to:

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

Attention: Assistant General Counsel

To Metrolink:

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

Attention: Executive Director

With a copy to:

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

Attention: Executive Director and
Manager of Real Estate

And to:

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

Attention: Assistant County Counsel -
Public Works

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

28. General Provisions.

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

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

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

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

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

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

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

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

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

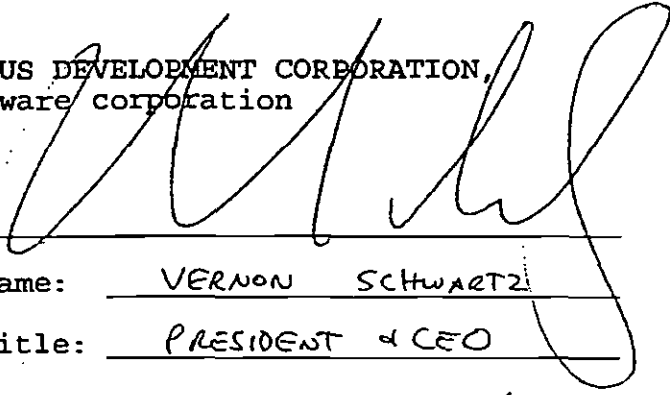
28.10 Consent. Except as may otherwise be set forth herein, where the consent or approval of a party is required, such consent or approval shall not be unreasonably withheld or delayed or conditioned upon the payment of any sum of money.

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

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

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

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: 

Name: VERNON SCHWARTZ

Title: PRESIDENT & CEO

By: Clay M. Smith

Name: CLAY M. SMITH

Title: ASST. SECRETARY

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

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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

By: Jacki Bacharach

Name: Jacki Bacharach

Title: Chair

By: _____

Name: _____

Title: _____



First American Title Insurance Company
National Commercial Services
1850 Mt. Diablo Blvd., Suite 300
Walnut Creek, CA 94596

November 02, 2010 Revised November 15, 2010

Christianne C. Chen, Esq.
ProLogis
807 Broadway, Ste. 210
Oakland, CA 94607
Phone: (510)267-3414
Fax: (510)267-0940

Order Number: NCS-461269-8-CC

Property: Los Angeles Union Station, , CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

**First American Title
INFORMATION**

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

SCHEDULE A

1. Commitment Date: October 25, 2010 at 7:30 A.M.

2. Policy or Policies to be issued: Amount
 - (A) ALTA Extended Owner's Policy \$0.00
Proposed Insured:

TPG Capital

 - (B) ALTA Extended Loan Policy \$0.00
Proposed Insured:

3. (A) The estate or interest in the land described in this Commitment is:

Fee Simple as to Parcels A, B, C and, D and Easements as to Parcels A-1 and A-2

(B) Title to said estate or interest at the date hereof is vested in:

Catellus Operating Limited Partnership

4. The land referred to in this Commitment is situated in the City of Los Angeles, County of Los Angeles, State of California, and is described as follows:

PARCEL A:

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

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 1, DISTANT THEREON SOUTH 10 DEGREES 01 MINUTES 01 SECONDS WEST 280.47 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT A; THENCE ALONG SAID WESTERLY LINE OF LOT 1 AND THE WESTERLY LINE OF LOT 2, SOUTH 10 DEGREES 01 MINUTES 01 SECONDS WEST 463.50 FEET TO A POINT DISTANT THEREON NORTH 10 DEGREES 01 MINUTES 01 SECONDS EAST 566.33 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE SOUTH 79 DEGREES 58 MINUTE.S 59 SECONDS EAST 110.20 FEET; THENCE SOUTH 10 DEGREES 01 MINUTES 01 SECONDS WEST 371.78 FEET TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED MAY 31, 1996 AS INSTRUMENT NO. 96-858207 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE, SOUTH 79 DEGREES 58 MINUTES 59 SECONDS EAST 16.62 FEET TO AN ANGLE POINT THEREIN; THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY LINES OF THE LAND DESCRIBED IN SAID DEED, THE FOLLOWING 9 COURSES:
 1. NORTH 10 DEGREES 01 MINUTES 01 SECONDS EAST 30.19 FEET;
 2. SOUTH 79 DEGREES 58 MINUTES 59 SECONDS EAST 95.49 FEET;
 3. NORTH 10 DEGREES 01 MINUTES 01 SECONDS EAST 132.77 FEET;

4. SOUTH 79 DEGREES S8 MINUTES S9 SECONDS EAST 49.25 FEET;
5. NORTH 10 DEGREES 01 MINUTES 01 SECONDS EAST 12.44 FEET;
6. SOUTH 79 DEGREES S8 MINUTES S9 SECONDS EAST 34.77 FEET;
4.' NORTH 10 DEGREES 01 MINUTES 01 SECONDS EAST 117.77 FEET;
8. SOUTH 79 DEGREES S8 MINUTES S9 SECONDS EAST 326.60 FEET;
9. SOUTH 10 DEGREES 01 MINUTE 01 SECONDS WEST 434.05 FEET TO THE NON-TANGENT CURVED NORTHERLY LINE OF THE LAND DESCRIBED IN PARCEL 719SS-1 (AMENDED) IN THE FINAL ORDER OF CONDEMNATION ENTERED IN LOS ANGELES COUNTY SUPERIOR COURT CASE NO. C416021, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11, 1987 AS INSTRUMENT NO. 87-36626S OF OFFICIAL RECORDS OF SAID COUNTY, SAID NON-TANGENT CURVE, BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 970.00 FEET, AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 07 DEGREES 34 MINUTES 13 SECONDS WEST; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE COURSES:
1. EASTERLY 128.18 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07 DEGREES 34 MINUTES 17 SECONDS
2. NORTH 89 DEGREES S9 MINUTES S6 SECONDS EAST 140.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 4,330.00 FEET
3. EASTERLY 38.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 30 MINUTES 36 SECONDS, TO A LINE PARALLEL WITH AND 936.12 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOTS 1 AND 2
THENCE ALONG SAID PARALLEL LINE, NORTH 10 DEGREES 01 MINUTES 01 SECONDS EAST 1066.49 FEET TO THE NORTHERLY LINE OF SAID LOT A; THENCE NORTH 71 DEGREES 09 MINUTES 27 SECONDS WEST 226.65 FEET ALONG SAID NORTHERLY LINE TO A POINT DISTANT EASTERLY 720.68 FEET FROM SAID MOST NORTHERLY CORNER OF LOT A; THENCE SOUTH 10 DEGREES 04 MINUTES 22 SECONDS WEST 144.08 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS 15.00 FEET; THENCE SOUTHWESTERLY 23.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES S7 MINUTES 06 SECONDS; THENCE NORTH 79 DEGREES S8 MINUTES 32 SECONDS WEST 340.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY 31.42 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE NORTH 10 DEGREES 01 MINUTES 28 SECONDS EAST 174.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, AND BEING TANGENT AT ITS EASTERLY TERMINUS WITH THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF CESAR E. CHAVEZ AVENUE, FORMERLY MACY STREET, AS DESCRIBED IN DEED RECORDED IN BOOK 15023 PAGE 318, OFFICIAL RECORDS OF SAID COUNTY, SAID CERTAIN COURSE HAVING A RECITED LENGHT OF 216.51 FEET; THENCE NORTHEASTERLY 25.18 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 96 DEGREES 10 MINUTES 14 SECONDS TO SAID CERTAIN COURSE; THENCE ALONG THE NORTHERLY PROLONGATION OF A RADIAL LINE THROUGH SAID TERMINUS, NORTH 16 DEGREES 11 MINUTES 43 SECONDS EAST 5.66 FEET TO THE NORTHERLY LINE OF SAID LOT A; THENCE ALONG THE NORTHERLY LINE OF SAID LOT A, NORTH 71 DEGREES 09 MINUTES 27 SECONDS WEST 93.82 FEET TO A LINE WHICH BEARS AT RIGHT ANGLES TO SAID NORTHERLY LINE AND WHICH PASSES THROUGH THE ANGLE POINT IN THE SOUTHERLY LINE OF CESAR E. CHAVEZ AVENUE, SAID ANGLE POINT BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID DEED HAVING A LENGHT OF 216.51 FEET; THENCE ALONG SAID LINE WHICH BEARS AT RIGHT ANGLES, SOUTH 18 DEGREES S0 MINUTES 33 SECONDS WEST 10.00 FEET TO SAID ANGLE POINT AND THE SOUTHERLY LINE OF SAID LOT A; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 71 DEGREES 09 MINUTES 27 SECONDS EAST 0.32 TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY 21.25 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 81 DEGREES 10 MINUTES 55 SECONDS; THENCE SOUTH 10 DEGREES 1 MINUTE 28 SECOND WEST 73.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY 31.42 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE NORTH 79 DEGREES S8 MINUTES 32 SECONDS WEST 54.39 FEET TO THE

BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 88.00 FEET; THENCE SOUTHWESTERLY 138.10 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 55 MINUTES 00 SECONDS; THENCE SOUTH 10 DEGREES 06 MINUTES 28 SECONDS WEST 33.74 FEET; THENCE NORTH 79 DEGREES 58 MINUTES 32 SECONDS WEST 110.57 FEET TO THE POINT OF BEGINNING.

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

PARCEL A1:

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

PARCEL A2:

A NON-EXCLUSIVE EASEMENT FOR UTILITY PURPOSES INGRESS, EGRESS AND PASSAGE FROM, IN, ON, OVER, UNDER AND ACROSS THAT PORTION OF LOT 2 OF TRACT NO. 10151, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157 PAGES 45, 46 AND 47 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED ON EXHIBIT "B-3" OF THAT CERTAIN GRANT DEED RECORDED MAY 31, 1996 AS INSTRUMENT NO. 96-858207.

PARCEL B:

LOTS 1, 2, 3, 7, 8, 9, 10, 13, 14, 15, 16, 18, 19, 20, 22, 24, 27, 28, 29, 31, 33, 36, 37, 38, 40, 42, 43, 44, 45, 48, 49, 50, 51, 52 and 53 OF TRACT NO. S1217, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1287, PAGES 39 TO 62 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL C:

misc

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

LYING BETWEEN A HORIZONTAL PLANE LOCATED AT THE SPRINGING LINE OF THE MACY

STREET SUBWAY STRUCTURE AS SHOWN ON PLANS NOS. DL-1383 AND DL-1384 ON FILE IN THE OFFICE OF THE CITY ENGINEER OF SAID CITY OF LOS ANGELES, SAID SPRINGING LINE BEING LOCATED AT AN ELEVATION OF 280.00 FEET ABOVE THE OFFICIAL DATUM PLANE OF THE CITY OF LOS ANGELES ADOPTED JULY 1, 1925, BY ORDINANCE NO. S2222 AND A HORIZONTAL PLANE AT AN ELEVATION OF 327.00 FEET ABOVE SAID OFFICIAL DATUM PLANE INCLUDED WITHIN THE VERTICAL PROJECTIONS OF THE HEREINAFTER DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF AVILA STREET, 60 FEET WIDE, WITH THE SOUTHWESTERLY LINE OF MACY STREET, AS SAID STREETS ARE SHOWN ON MAP OF TRACT NO. 101S1, RECORDED IN BOOK 157 PAGES 45, 46 AND 47 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF MACY STREET, AS SHOWN ON SAID MAP OF TRACT NO. 101S1, A DISTANCE OF 436.34 FEET TO THE FACE OF THE WEST PORTAL OF SAID SUBWAY STRUCTURE; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE OF MACY STREET AND ALONG THE FACE OF SAID WEST PORTAL A DISTANCE OF 80 FEET TO A POINT IN THE NORTHEASTERLY LINE OF MACY STREET, AS SHOWN ON SAID MAP OF TRACT NO. 101S1; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MACY STREET, AS SHOWN ON MAP OF SAID TRACT NO. 101S1 A DISTANCE OF 504.50 FEET TO THE FACE OF THE EAST PORTAL OF SAID SUBWAY STRUCTURE; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE, ALONG THE FACE OF SAID EAST PORTAL TO THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET AS SHOWN ON SAID MAP OF TRACT NO. 101S1; THENCE NORTHWESTERLY ALONG SAID PROLONGED LINE 7.64 FEET TO THE SOUTHEASTERLY LINE OF SAID AVILA STREET:

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

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

PARCEL D:

THOSE PORTIONS OF THE R.M. BAKER TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60 PAGE 11 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF THE BAUCHET TRACT, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 37 PAGES 29 AND 30 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, TOGETHER WITH THOSE PORTIONS OF THE SEPULVEDA VINEYARD TRACT, IN SAID CITY, COUNTY, AND STATE, FILED IN CASE NO. 33773 SUPERIOR COURT, LOS ANGELES COUNTY, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 1422 PAGE 193 OF DEEDS IN SAID RECORDERS OFFICE, TOGETHER WITH THOSE PORTIONS OF TRACT NO. 183, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 1S PAGE 168 OF MAPS, TOGETHER WITH THOSE PORTIONS OF THE GARDEN OF FRANK SABICHI ESQ. IN SAID CITY, COUNTY, AND STATE, AS PER MAP RECORDED IN BOOK 3 PAGE 9 OF MISCELLANEOUS RECORDS IN SAID RECORDERS OFFICE AND TOGETHER WITH THOSE PORTIONS OF THE CITY LANDS, IN SAID CITY, COUNTY, AND STATE, AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 3 OF SAID R.M. BAKER TRACT;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 3 TO 16 INCLUSIVE OF SAID R.M. BAKER TRACT TO A POINT, SAID BEING DISTANCE THEREON SOUTH 71 DEGREES 03 MINUTES 10 SECONDS EAST 19.35 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 17 OF SAID R.M. BAKER; THENCE NORTH 31 DEGREES 42 MINUTES 00 SECONDS EAST 175.95 FEET TO A POINT IN THE NORTHERLY LINE OF LOT 63 OF SAID BAUCHET TRACT, SAID LAST MENTIONED POINT BEING DISTANT THEREON SOUTH 87 DEGREES 20 MINUTES 10 SECONDS EAST 24.03 FEET FROM THE NORTHWEST CORNER OF SAID LOT 63; THENCE CONTINUING NORTH 31 DEGREES 42 MINUTES 00 SECONDS EAST TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 50 OF SAID BAUCHET TRACT; THENCE ALONG SAID NORTHEASTERLY LINE AND ITS PROLONGATION THEREOF NORTH 48 DEGREES 31 MINUTES 40 SECONDS WEST TO THE MOST NORTHERLY CORNER OF SAID LOT 50; THENCE NORTHEASTERLY ALONG NORTHWESTERLY LINES OF LOTS 30, 31, 32, 33, 47, 48, AND 49 OF SAID BAUCHET TRACT AND IT'S PROLONGATIONS THEREOF TO AND ALONG THE SOUTHEASTERLY LINE OF THE LAND AS DESCRIBED IN THE DECREE ON DECLARATION OF TANKING ENTERED IN UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA, CENTRAL DIVISION CASE NO. 12792-WB CIVIL, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 30, 1951 AS INSTRUMENT NO. 2857 IN BOOK 37112 PAGE 408 OF OFFICIAL RECORDS OF SAID COUNTY, AND AMENDMENT WAS ENTERED IN SAID CASE NO. 12792-WB CIVIL, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 20, 1963, AS INSTRUMENT NO. 4499 IN BOOK D-2152 PAGE 291, OFFICIAL RECORDS OF SAID COUNTY, TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES RECORDED AUGUST 6, 1937, AS INSTRUMENT NO. 1103 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ON SAID LAST MENTIONED PROLONGATION TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 50 IN THE FINAL ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 400042, A CERTIFIED COPY OF WHICH WAS RECORDED SEPTEMBER 16, 1939 AS INSTRUMENT NO. 1179 IN BOOK 14331 PAGE 376 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE AND IT'S PROLONGATIONS THEREOF TO THE SOUTHWESTERLY LINE OF LOT D OF SAID SEPULVEDA VINEYARD TRACT; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF LOT 3 OF SAID GARDEN OF FRANK SABICHI ESQ.; THENCE NORTHWESTERLY AND EASTERLY ALONG THE SOUTHWESTERLY AND NORTHERLY LINES OF SAID LOT 3 TO AN ANGLE POINT IN THE NORTHERLY LINE LOT D OF SAID SEPULVEDA VINEYARD TRACT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT D TO THE NORTHWEST CORNER OF LOT 1 OF TRACT NO. 27145, AS PER MAP RECORDED IN BOOK 720 PAGES 24 AND 25 OF MAPS, IN SAID RECORDERS OFFICE; THENCE ALONG THE BOUNDARIES OF SAID TRACT NO. 27145 AS FOLLOWS: SOUTH 34 DEGREES 41 MINUTES 14 SECONDS EAST 26.13 FEET, SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 554.80 FEET, THROUGH CENTRAL ANGLE OF 16 DEGREES 30 MINUTES 00 SECONDS, AN ARC DISTANCE OF 159.77 FEET, SOUTHWESTERLY ALONG A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 532.96 FEET THROUGH CENTRAL ANGLE OF 29 DEGREES 55 MINUTES 13 SECONDS, AN ARC DISTANCE OF 278.32 FEET, SOUTH 32 DEGREES 37 MINUTES 56 SECONDS WEST 150.35 FEET, SOUTH 24 DEGREES 51 MINUTES 06 SECONDS WEST 407.96 FEET, SOUTH 40 DEGREES 22 MINUTES 34 SECONDS EAST 272.89 FEET AND SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 THROUGH CENTRAL ANGLE OF 67 DEGREES 58 MINUTES 25 SECONDS, AN ARC DISTANCE OF 47.45 FEET TO THE POINT OF TANGENCY WITH THE SOUTHEASTERLY LINE OF LOT 9 OF SAID BAUCHET TRACT; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 11, 13, 15, 17, 19, 21, 23 AND 25 OF SAID BAUCHET TRACT TO A LINE THAT IS PARALLEL WITH DISTANCE 58.00 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THAT CERTAIN COURSE AS RECITED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED APRIL 22, 1938, AS INSTRUMENT NO. 999 OF OFFICIAL RECORDS OF SAID COUNTY AS HAVING A BEARING AND LENGTH OF SOUTH 02 DEGREES 58 MINUTES 20 SECONDS WEST 121.58 FEET AND IT'S PROLONGATIONS THEREOF;

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

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

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

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

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

APN: S409-023-048, S409-023-054, S409-023-060, S409-023-061, S409-023-906, S409-023-926 & S409-023-932 POR S409-021-904 (As to Parcels A, B, & C); and S409-015-009, S409-015-010, S409-015-014, S409-015-906, S409-015-914, S409-014-905 & S409-014-012 (as to Parcel D)

SCHEDULE B

SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): 109-111
- (F) Other: NONE
- (G) You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of Identity, all parties.
 - 3. Other:
- A. The requirement of A Quitclaim Deed from The Los Angeles County Metropolitan Transportation Authority, a public transportation authority ("LAMTA") to the Vested Owner be recorded prior to closing as to Lots 7, 8, 9, 10, 18, 20, 27, 29, 33 and 36 of Tract No. S1217 (Portion of Parcel 2 of the Legal Description). Possible interest may have been acquired by LAMTA on said lots in deed recorded December 24, 2003 as Instrument No. 03-3866350. of Official Records.

The following additional requirements, as indicated by "X", must be met:

- (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- (J) The following LLC documentation is required:
 - (i) a copy of the Articles of Organization
 - (ii) a copy of the Operating Agreement, if applicable
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Company Consent to the current transaction
- (K) The following partnership documentation is required :
 - (i) a copy of the partnership agreement, including all applicable amendments thereto
 - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iii) express Partnership Consent to the current transaction
- (L) The following corporation documentation is required:
 - (i) a copy of the Articles of Incorporation
 - (ii) a copy of the Bylaws, including all applicable Amendments thereto
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Corporate Resolution consenting to the current transaction
- (M) Based upon the Company's review of that certain partnership/operating agreement dated **Not Disclosed** for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
- (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
- (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
- (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
- (Q) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.
- (R) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.
- (S) Financial statements from the appropriate parties must be submitted to the Company for review.

- (T) A copy of the construction contract must be submitted to the Company for review.
- (U) An inspection of the land must be performed by the Company for verification of the phase of construction.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2010-2011.
First Installment: \$11,296.12, DUE
Penalty: \$0.00
Second Installment: \$11,296.12, PAYABLE
Penalty: \$0.00
Tax Rate Area: 00004
A. P. No.: 5409-023-048

2. General and special taxes and assessments for the fiscal year 2010-2011.
First Installment: \$41,074.77, DUE
Penalty: \$0.00
Second Installment: \$41,074.77, PAYABLE
Penalty: \$0.00
Tax Rate Area: 00004
A. P. No.: 5409-015-014

3. General and special taxes and assessments for the fiscal year 2010-2011.
First Installment: \$8,239.83, DUE
Penalty: \$0.00
Second Installment: \$8,239.81, PAYABLE
Penalty: \$0.00
Tax Rate Area: 00004
A. P. No.: 5409-015-010

4. General and special taxes and assessments for the fiscal year 2010-2011.
First Installment: \$5,318.11, DUE
Penalty: \$0.00
Second Installment: \$5,318.11, PAYABLE
Penalty: \$0.00
Tax Rate Area: 00004
A. P. No.: 5409-015-009

5. General and special taxes and assessments for the fiscal year 2010-2011.
- | | |
|---------------------|---------------------|
| First Installment: | \$9,910.87, DUE |
| Penalty: | \$0.00 |
| Second Installment: | \$9,910.86, PAYABLE |
| Penalty: | \$0.00 |
| Tax Rate Area: | 00004 |
| A. P. No.: | S409-014-012 |
6. General and special taxes and assessments for the fiscal year 2010-2011 are exempt. If the exempt status is terminated an additional tax may be levied. Account No. S409-023-932, S409-023-906, S409-023-926, S409-015-906, S409-015-914; S409-014-905,
7. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
8. Water rights, claims or title to water, whether or not shown by the public records.
9. An easement for street and incidental purposes in the document recorded May 11, 1897 as in Book 1154 Page 257 of Deeds.
- Affects Parcel D
10. An easement for highway purposes and incidental purposes in the document recorded May 13, 1936 as in Book 14076 Page 324 of Official Records.
- Affects Parcels C & D
11. An easement for a highway and incidental purposes in the document recorded July 1, 1937 as Instrument No. 1137, in Book 15023 Page 318 of Official Records.
- Affects Parcel A
12. An easement for sanitary sewers and storm drains and incidental purposes in the document recorded as reserved in Ordinance 85,350 .
- Affects Parcel B
13. This item has been intentionally deleted.
14. An easement for construction and maintenance of a highway as an underpass and incidental purposes in the document recorded August 11, 1937 as in Book 15200 Page 61 of Official Records.
- Affects Parcel D
15. An easement for sanitary sewer and for storm drain and incidental purposes in the document recorded August 11, 1937 as in Book 15176 Page 176 of Official Records.

Affects Parcel D

16. Abutter's rights of ingress and egress to or from the adjacent freeway have been relinquished in the document recorded March 8, 1963 as Instrument No. 4288 of Official Records.

Affects Parcel B

17. An easement for constructing and maintaining any shoring, braces, foundations or walls for support and incidental purposes in the document recorded February 24, 1986 as Instrument No. 86-235900 of Official Records.

And March 11, 1987 as Instrument No. 87-366265 of Official Records.

Affects Parcels A & B

18. Abutter's rights of ingress and egress to or from the highway and/or freeway have been relinquished in the document recorded February 24, 1986 as Instrument No. 86-235900 of Official Records.

Affects Parcels A & B

19. An easement for state highway purposes and incidental purposes in the document recorded February 24, 1986 as Instrument No. 86-235900 of Official Records.
20. The terms and provisions contained in the document entitled "Agreement" recorded April 22, 1938 as in Book 15646 Page 394 of Official Records.
21. An easement for public street purposes and incidental purposes in the document recorded April 22, 1938 as in Book 15722 Page 190 of Official Records.
22. Easements for a 16 inch gas main over and across the Southwesterly 25 feet of said Lot 16, of the R. M. Baker Tract, and for footings of a retaining wall to be used to support the fill of the Los Angeles Union Passenger terminal along the Southeasterly line of that portion of the above described premises lying Southerly of the Southerly line of said Ogier Street, as recited in Decree of Condemnation entered August 27, 1937 in Case No. 8079-C, United States District Court, Central Division recorded September 2, 1937 as Instrument No. 877 in Book 15137 Page 393 of Official Records.

Affects Parcels C & D

23. An easement for providing passenger rail service (other than inter-city passenger rail service currently performed by National Rail Passenger Corporation ("AMTRAK"), Commuter Rail Service, and/or Rail Transit Rail Service and incidental purposes in the document recorded January 9, 1991 as Instrument No. 91-37076 of Official Records.

Document(s) declaring modifications thereof recorded June 17, 1992 as Instrument No. 92-1102913 of Official Records.

The terms and provisions contained in the document entitled "Assignment, Assumption and Indemnification Agreement Regarding the Union Station Easement Agreement" recorded December 15, 1992 as Instrument No. 92-2355371 of Official Records.

24. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose: permanent easement for telephone and telegraph poles, wires, conduits.
Reserved by: City of Los Angeles.
Affects: that portion of Parcel C Macy Street vacated by City Ordinance Numbers 85,350, 85,810, 87,046 and 87,332.
25. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose: permanent easement for concrete retaining wall.
Reserved by: City of Los Angeles.
Affects: that portion of Parcel D, being vacated Date Street as described in City Ordinances 87,046, 87,332, 85,350 and 85,810.
26. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose: permanent easement for telephone and telegraph poles, wires, conduits.
Reserved by: City of Los Angeles.
Affects: those portion of Parcels C and D being vacated streets known as Bauchet Street, Ogier Street, College Street, Date Street, Oueirola Street, Vignes Street, and Alhambra Avenue, in various widths as described in City Ordinance 87,046, 85,350, 85, 810, 87,332 as each ordinance pertains to said vacated streets or avenue.
27. An easement for the right to construct and maintain a highway and incidental purposes in the document recorded August 11, 1937 as in Book 15099 Page 365 of Official Records.

Affects Parcel D
28. Covenants, conditions, restrictions and easements in the document recorded August 11, 1937 as in Book 15099 Page 365 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Affects Parcel D
29. This item has been intentionally deleted.
30. Abutter's rights of ingress and egress to or from the freeway have been relinquished in the document recorded March 29, 1988 as Instrument No. 88-422827 of Official Records.
31. The terms and provisions contained in the document entitled "Memorandum of Amended and Restated Development Agreement" recorded April 25, 1994 as Instrument No. 94-791905 of Official Records.
32. This item has been intentionally deleted.

33. The terms and provisions contained in the document entitled "Covenant and Agreement" recorded June 22, 1992 as Instrument No. 92-1133620 of Official Records.
34. The terms and provisions contained in the document entitled "Covenant and Agreement" recorded June 22, 1992 as Instrument No. 92-1133619 of Official Records.
35. An agreement or covenant to hold land as one parcel recorded July 7, 1992 as Instrument No. 92-1231030 of Official Records.
36. This item has been intentionally deleted.
37. The terms and provisions contained in the document entitled "Tunnel Access Agreement" recorded July 7, 1992 as Instrument No. 92-1231035 of Official Records.

Document(s) declaring modifications thereof recorded June 19, 2002 as Instrument No. 02-1399441 of Official Records.

38. The terms and provisions contained in the document entitled "Public Transit Use Agreement" recorded July 7, 1992 as Instrument No. 92-1231036 of Official Records.

Document entitled "First Amendment to and Modification of Public Transit Use Agreement" declaring modifications thereof recorded April 25, 1994 as Instrument No. 94-791904 of Official Records.

Document entitled "Modification of Public Transit Use Agreement" declaring modifications thereof recorded June 19, 2002 as Instrument No. 02-1399440 of Official Records.

Document entitled "Second Amendment to Public Transit Use Agreement and Development Agreement Modification" declaring modifications thereof recorded June 21, 2002 as Instrument No. 02-1409053 of Official Records.

Document entitled "Third Amendment to Public Transit Use Agreement" declaring modifications thereof recorded March 24, 2005 as Instrument No. 05-0677857 of Official Records.

39. The terms and provisions contained in the document entitled "Easement Agreement" recorded November 24, 1992 as Instrument No. 92-2203060 of Official Records.

Document entitled "Modification of Easement Agreement" declaring modifications thereof recorded May 31, 1996 as Instrument No. 96-858206 of Official Records.

Document entitled "Amendment No. 1 to Easement Agreement" declaring modifications thereof recorded November 3, 1993 as Instrument No. 93-2152502 of Official Records.

Document entitled "Amendment No. 2 to Easement Agreement" declaring modifications thereof recorded April 25, 1994 as Instrument No. 94-791906 of Official Records.

Document entitled "Modification of Easement Agreement" declaring modifications thereof recorded March 29, 2004 as Instrument No. 04-0729656 of Official Records.

Document entitled "Third Modification of Easement Agreement" declaring modifications thereof recorded March 29, 2004 as Instrument No. 04-0729661 of Official Records.

40. The terms and provisions contained in the document entitled "Maximum Amperage Agreement" recorded November 2, 1993 as Instrument No. 93-2142158 of Official Records.
41. This item has been intentionally deleted.
42. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded March 4, 1994 as Instrument No. 94-443091 of Official Records.
43. The terms and provisions contained in the document entitled "Easement, Construction License and Right of Entry Agreement" recorded May 4, 1994 as Instrument No. 94-860549 of Official Records.

Document entitled "Modification of Easement Agreements (Pasadena Light Rail)" declaring modifications thereof recorded May 31, 1996 as Instrument No. 96-858205 of Official Records.

Document titled "Modification of Easement Agreement (Pasadena Light Rail)" declaring modifications thereof recorded December 19, 2000 as Instrument No. 00-1975970 of Official Records.

Document entitled "Third Modification of Easement Agreements" declaring modifications thereof recorded March 29, 2004 as Instrument No. 04-0729662 of Official Records.

Document entitled "Fourth Modification of Easement Agreement" declaring modifications thereof recorded April 30, 2004 as Instrument No. 04-1081629 of Official Records.

The terms and provisions contained in the document entitled "Grant and Assignment of Rights Under Easement Agreement" recorded September 1, 1999 as Instrument No. 99-1663781 of Official Records

The terms and provisions contained in the document entitled "Grant and Assignment of Rights Under Easement Agreement" recorded July 29, 2003 as Instrument No. 03-2154335 of Official Records.

The terms and provisions contained in the document entitled "Grant and Assignment of Rights Under Easement Agreement" recorded August 18, 2003 as Instrument No. 03-2379964 of Official Records.

44. The terms and provisions contained in the document entitled "Affidavit Regarding Maintenance of Uncertified Fill" recorded December 6, 1994 as Instrument No. 94-2169501 of Official Records.
45. An easement for transportation, tunnel, station and utilities and other purposes as provided therein and incidental purposes in the document recorded August 18, 1995 as Instrument No. 95-1353920 of Official Records.

Document entitled "First Amendment to Grant of Easements (Los Angeles Union Station Red Line Tunnel)" declaring modifications thereof recorded October 11, 2002 as Instrument No. 02-2396868 of Official Records.

46. The terms and provisions contained in the document entitled "An Affidavit Regarding Maintenance of Uncertified Fill" recorded July 20, 1995 as Instrument No. 95-1178102 of Official Records.

47. The terms and provisions contained in the document entitled "Resolution Historical Resources Designation" recorded July 28, 1995 as Instrument No. 95-1226498 of Official Records.
48. An offer of dedication for public street and incidental purposes, recorded May 31, 1996 as Instrument No. 96-858200 of Official Records.
To: the City of Los Angeles
49. This item has been intentionally deleted.
50. This item has been intentionally deleted.
51. This item has been intentionally deleted.
52. This item has been intentionally deleted.
53. An easement for sanitary sewers and storm drains and incidental purposes in the document recorded June 25, 1992 as Instrument No. 92-1163448 of Official Records.
54. This item has been intentionally deleted.
55. Covenants, conditions, restrictions and easements in the document recorded July 7, 1992 as Instrument No. 92-1231028 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
56. Covenants, conditions, restrictions and easements in the document recorded July 7, 1992 as Instrument No. 92-1231029 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
57. A Covenant and Agreement to Hold Property as One Parcel recorded July 7, 1992 as Instrument No. 92-1231031 of Official Records.

Affects Parcel B
58. The terms and provisions contained in the document entitled "Covenant and Agreement Regarding Maintenance of Building" recorded December 27, 1995 as Instrument No. 95-2048567 of Official Records.
59. The terms and provisions contained in the document entitled "Covenant and Agreement Regarding Maintenance of Building" recorded March 21, 1996 as Instrument No. 96-454542 of Official Records.

60. Covenants, conditions, restrictions and easements in the document recorded May 31, 1996 as Instrument No. 96-858207 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

61. An easement for roadway, utility, sanitary sewer and storm drainage and incidental purposes in the document recorded May 31, 1996 as Instrument No. 96-858207 of Official Records.

Document(s) declaring modifications thereof recorded March 29, 2004 as Instrument No. 04-0729657 of Official Records.

62. Covenants, conditions, restrictions and easements in the document entitled "Agreement and Declaration of Covenants and Restrictions" recorded May 31, 1996 as Instrument No. 96-858208 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Among other things, said Document provides:

Easements as defined and provided therein.

Document(s) declaring modifications thereof recorded March 29, 2004 as Instrument No. 04-0729658 of Official Records.

63. The terms and provisions contained in the document entitled "Memorandum of Parking Agreement" recorded May 31, 1996 as Instrument No. 96-858209 of Official Records.

Document(s) declaring modifications thereof recorded March 29, 2004 as Instrument No. 04-0729659 of Official Records.

64. An easement for landscaping as defined therein and incidental purposes in the document recorded May 31, 1996 as Instrument No. 96-858210 of Official Records.

65. The terms and provisions contained in the document entitled "Covenant and Agreement for Community Driveway" recorded May 31, 1996 as Instrument No. 96-858212 of Official Records.

66. The terms and provisions contained in the document entitled "Covenant and Agreement Regarding Maintenance Building Support" recorded May 31, 1996 as Instrument No. 96-858213 of Official Records.

67. The terms and provisions contained in the document entitled "Covenant and Agreement" recorded June 18, 1996 as Instrument No. 96-959493 of Official Records.

68. This item has been intentionally deleted.

69. The terms and provisions contained in the document entitled "Development Agreement" recorded June 4, 1997 as Instrument No. 97-830881 of Official Records.

The terms and provisions contained in the document entitled "Assignment and Assumption of Development Agreement (Los Angeles Union Station - West Campus North)" recorded March 29, 2004 as Instrument No. 04-0729665 of Official Records.
70. An easement for public utilities and incidental purposes in the document recorded January 20, 1998 as Instrument No. 98-87657 of Official Records.
71. The terms and provisions contained in the document entitled "Covenant and Agreement Regarding Maintenance of Building" recorded October 29, 1998 as Instrument No. 98-1984406 of Official Records.
72. The terms and provisions contained in the document entitled "Master Covenant and Agreement" recorded September 14, 2000 as Instrument No. 00-1444124 of Official Records.
73. The terms and provisions contained in the document entitled "Master Covenant and Agreement" recorded September 14, 2000 as Instrument No. 00-1444125 of Official Records.
74. The terms and provisions contained in the document entitled "Covenant and Agreement" recorded September 14, 2000 as Instrument No. 00-1444126 of Official Records.
75. The terms and provisions contained in the document entitled "Master Covenant and Agreement" recorded September 14, 2000 as Instrument No. 00-1444127 of Official Records.
76. This item has been intentionally deleted.
77. This item has been intentionally deleted.
78. This item has been intentionally deleted.
79. This item has been intentionally deleted.
80. The terms and provisions contained in the document entitled "Covenant and Agreement for Community Driveway" recorded October 22, 2002 as Instrument No. 02-2487522 of Official Records.
81. The terms and provisions contained in the document entitled "Covenant and Agreement for Community Driveway" recorded October 22, 2002 as Instrument No. 02-2487523 of Official Records.
82. This item has been intentionally deleted.
83. The terms and provisions contained in the document entitled "Covenant and Agreement for Community Driveway" recorded June 30, 2003 as Instrument No. 03-1872959 of Official Records.
84. This item has been intentionally deleted.

85. The terms and provisions contained in the document entitled "Covenant and Agreement" recorded November 26, 2003 as Instrument No. 03-3591686 of Official Records.
86. This item has been intentionally deleted.
87. This item has been intentionally deleted.
88. The terms and provisions contained in the document entitled "Covenant and Agreement Regarding Maintenance of Yards for an Over-Sized Building" recorded January 23, 2004 as Instrument No. 04-0164729 of Official Records.
89. This item has been intentionally deleted.
90. This item has been intentionally deleted.
91. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: We further agree, with respect to those portions of the public streets within the subdivision which are either located beneath or above horizontal or sloping planes, to indemnify the City of Los Angeles and all successors and assigns from any liability from injury or damages proximately resulting from the bridge structures, the bridge supports, or tunnel structures to be constructed above or below such planes, and waive any claims from damages against the City of Los Angeles for injury to said bridges, bridge supports, or tunnel structures.

This indemnity and waiver is granted to the City of Los Angeles in consideration of the City accepting street easements with horizontal limits. This indemnity and waiver is a covenant running with and affecting Lots 6, 17 and 54 of this tract and shall be enforceable against the successive owners of said Lots. It is to benefit the City of Los Angeles and its successors in ownership or administration of the public streets in the subdivision.

Said matter affects Tract No. 51217.

92. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: We hereby dedicate to the public use, the streets, highways, and other public ways, shown on said map within said subdivision, and we hereby grant and dedicate to City of Los Angeles. Easements for bus shelter, traffic signal, street light, water main, including underground public utility, underground electrical conduits to serve metro rail facilities purposes over the strip of land so designated on said map.

Said matter affects Tract No. 51217.

93. Easements shown and dedicated on the map of Tract No. 51217 for bus shelter, traffic signal, street light, water main including underground public utility, underground electrical conduits to serve metro rail facilities purposes.
94. This item has been intentionally deleted.
95. This item has been intentionally deleted.
96. This item has been intentionally deleted.
97. This item has been intentionally deleted.

98. This item has been intentionally deleted.
99. This item has been intentionally deleted.
100. The terms and provisions contained in the document entitled "Master Covenant and Agreement Regarding On-Site BMP Maintenance" recorded March 26, 2004 as Instrument No. 04-072720S of Official Records.
101. The terms and provisions contained in the document entitled "Declaration of Covenants, Conditions and Restrictions for Los Angeles Union Station - West Campus North" recorded March 29, 2004 as Instrument No. 04-0729663 of Official Records.
102. This item has been intentionally deleted.
103. The terms and provisions contained in the document entitled "Easement Agreement" recorded December 30, 2004 as Instrument No. 04-3411391 of Official Records.
104. An offer of dedication for public street and alley purposes and incidental purposes, recorded February 9, 2005 as Instrument No. 05-0305763 of Official Records.
To: the City of Los Angeles
- And accepted by Resolution recorded August 24, 2005 as Instrument No. 05-2036436 of Official Records.
105. An easement to lay, construct, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, as Grantee deems necessary, one or more pipelines, and conduits, together with metering, measuring, regulating, cathodic protection, communications and other appurtenances and incidental purposes in the document recorded March 23, 2005 as Instrument No. 05-066842S of Official Records.
106. This item has been intentionally deleted.
107. This item has been intentionally deleted.
108. The terms and provisions contained in the document entitled "Declaration of Covenants, Conditions and Restrictions for Los Angeles Union Station - West Campus South" recorded March 25, 2005 as Instrument No. 05-0690591 of Official Records.
109. This item has been intentionally deleted.
110. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Los Angeles County, recorded April 10, 2001, as Instrument No. 01-0592770 of Official Records.
Debtor: Catellus Development
Year & No.: 00/4912320S
Amount: \$124.15, and any other amounts due thereunder.
111. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Los Angeles County, recorded February 22, 2006, as Instrument No. 200603941SS of Official Records.
Debtor: Catellus Development Corp

ORDINANCE NO. 5110 38

1
2
3 An Ordinance declaring the intention of the
4 Council of the City of Los Angeles to close up, vacate
5 and abandon for public street purposes, Lyon Street from
6 the northerly line of Aliso Street to a point approximately
7 370 feet northeasterly of Aliso Street; also Avila Street
8 from the southerly line of Macy Street to Ramirez Street;
9 also Ramirez Street from Avila Street to a point approxi-
10 mately 170 feet southeasterly from said Avila Street; also
11 a portion of Macy Street from a point approximately 700
12 feet easterly of Alameda Street to a point approximately
13 1200 feet easterly of Alameda Street; also Ogier Street
14 from Avila Street to a point approximately 360 feet west-
15 erly from said Avila Street; also Bauchet Street from a
16 point approximately 230 feet southwesterly of Vignes Street
17 to Date Street; also a portion of Avila Street along the
18 southwesterly line thereof from Bauchet Street to a point
19 approximately 130 feet southerly from Bauchet Street; also
20 a triangular portion of Date Street at Vignes Street; also
21 Date Street from Vignes Street to a point approximately
22 33 feet northeasterly of College Street; also Queirolo Street
23 from Date Street to a point approximately 35 feet northwest-
24 erly from Date Street; also College Street from Date Street
25 to a point approximately 170 feet southeasterly from said Avila Street; also
26 to a point approximately 150 feet northwesterly from Date
27 Street; also a portion of Alhambra Avenue from the north-
28 westerly line of the official bed of the Los Angeles River
29 to a point approximately 260 feet easterly from College
30 Street; also a portion of Rondout Street from a point approx-
31 imately 650 feet southeasterly from North Main Street to
32 Alhambra Avenue; also a portion of Bloom Street from Alham-
bra Avenue to a point approximately 50 feet northwesterly

1 from said Alhambra Avenue; also a portion of Leroy Street
2 from Alhambra Avenue to a point approximately 175 feet
3 northwesterly from said Alhambra Avenue.
4

5 THE PEOPLE OF THE CITY OF LOS ANGELES

6 DO ORDAIN AS FOLLOWS:

7
8 Section 1. That the public interest, convenience
9 and necessity require and that it is the intention of the
10 Council of the City of Los Angeles to close up, vacate
11 and abandon for public street purposes, Lyon Street from
12 the northerly line of Aliso Street to a point approximately
13 370 feet northeasterly of Aliso Street; also Avila Street
14 from the southerly line of Macy Street to Ramirez Street;
15 also Ramirez Street from Avila Street to a point approxi-
16 mately 170 feet southeasterly from said Avila Street; also
17 from Alhambra Avenue to a point approximately 175 feet
18 a portion of Macy Street from a point approximately 700
19 feet easterly of Alameda Street to a point approximately

20 1200 feet Easterly of Alameda Street; also Ogier Street from
21 Avila Street to a point approximately 360 feet Westerly
22 from said Avila Street; also Bauchet Street from a point
23 approximately 230 feet southwesterly of Vignes Street to

24 Date Street; also a portion of Avila Street along the south-
25 westerly line thereof from Bauchet Street to a point approx-
26 imately 130 feet southerly from Bauchet Street; also a
27 triangular portion of Date Street at Vignes Street; also
28 Date Street from Vignes Street to a point approximately

29 33 feet northeasterly of College Street; also Queirolo Street
30 from the southerly line of Macy Street to Ramirez Street;
31 from Date Street to a point approximately 35 feet northwesterly
32 from Ramirez Street from Avila Street to a point
33 to a point approximately 150 feet northwesterly from Date
34 Street; also a portion of Alhambra Avenue from the north-

35 Avila Street to a point approximately 360 feet Westerly

1 westerly line of the official bed of the Los Angeles River
2 to a point approximately 260 feet easterly from College
3 Street; also a portion of Rondout Street from a point approx-
4 imately 650 feet southeasterly from North Main Street to
5 Alhambra Avenue; also a portion of Bloom Street from
6 Alhambra Avenue to a point approximately 50 feet northwest-
7 erly from said Alhambra Avenue; also a portion of Leroy
8 Street from Alhambra Avenue to a point approximately 175
9 feet northwesterly from said Alhambra Avenue. That said
10 public streets and portions of public streets to be vacated
11 are more particularly described as follows:

12
13
14
15 PARCEL A:

16 That portion of Lyon Street in the City of
17 Los Angeles, County of Los Angeles, State of California,
18 also a portion of Rondout Street from a point approx-
described as follows:

19 Beginning at the intersection of the south-
20 easterly line of Lyon Street, 60 feet wide, with the
21 westerly line of that certain parcel of land described
22 in deed to the City of Los Angeles recorded in Book
23 14861, Page 261, Official Records of said County; thence
24 southwesterly along the southeasterly line of Lyon Street
25 to the northerly line of Aliso Street, 96 feet in width;
26 thence westerly in a direct line to the intersection of
27 said northerly line of Aliso Street with the northwest-
28 erly line of Lyon Street; thence northeasterly along

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30
31
32
3. easterly line of Lyon Street, 60 feet wide, with the

said northwesterly line to a point in a line parallel with and distant 1239 feet easterly measured at right angles from the center line of Alameda Street, said last mentioned parallel line bears North 10° 07' 30" East; thence South 14° 53' 10" West to a point in the northerly prolongation of the aforesaid westerly line of the parcel of land described in deed recorded in Book 14861, Page 261, Official Records of said County; thence southerly along said northerly prolongation to the point of beginning.

PARCEL B:

That portion of Avila Street and Ramirez Street in the City of Los Angeles described as follows:

Beginning at the intersection of the northwesterly line of Avila Street, 60 feet in width, with a line parallel with and distant 10 feet southwesterly measured at right angles from the southwesterly line of Macy Street, as shown on map of Tract No. 10151 recorded in Book 157, Pages 45, 46 and 47 of Maps, Records of Los Angeles County; thence ^{104 West} southeasterly along said northerly prolongation of the aforesaid westerly line parallel line to the southeasterly line of said Avila Street; thence ^{60 South} southwesterly along said southeasterly line of Avila Street to the ^{Official} northeasterly line of said Ramirez Street; thence ^{104 East} southeasterly along said northeasterly line to a point in a line parallel with and distant 1239 feet easterly, measured at right angles from the ^{That portion of Avila Street and Ramirez} center line of Alameda Street; thence ^{60 North} southerly along said last mentioned parallel line to the southwesterly line of said Ramirez Street; thence northwesterly along said last mentioned southwesterly line to the northwesterly line of Avila Street; thence ^{104 West} northwesterly along said northwesterly line to the Macy Street, as shown on map of Tract No. 10151 recorded point of beginning.

PARCEL C:

That portion of Macy Street in the City of Los Angeles lying between a horizontal plane located at the springing line of the Macy Street subway structure, as shown on Plans Nos. DL-1383 and DL-1384 on file in the office of the City Engineer of said City of Los Angeles, said springing line being located at an elevation of 280.00 feet above the official datum plane of the City of Los Angeles adopted July 1, 1925 by Ordinance No. 52222, and a horizontal plane at an elevation of 327.00 feet above said official datum plane included within the vertical projections of the hereinafter described boundaries excepting that space between said horizontal plane at elevation 280.00 feet and the soffit of said structure, as shown on said plans;

Beginning at the intersection of the northwesterly line of Avila Street, 60 feet wide, with the southwesterly line of Macy Street, as said streets are shown on Map of Tract No. 10151, recorded in Book 157, Pages 45, 46 and 47, of Maps, Records of said County; thence northwesterly along the southwesterly line of Macy Street, as shown on said map of Tract No. 10151, a distance of 436.34 feet to the face of the west portal of said subway structure; thence northeasterly at right angles to said southwesterly line of Macy Street and along the face of said west portal a distance of 80 feet included within the vertical projections of the hereinafter to a point in the northeasterly line of Macy Street as shown on said map of Tract No. 10151; thence southeasterly along the northeasterly line of Macy Street as shown on map of said Tract No. 10151 a distance of 504.50 feet to the face of the east portal of said subway structure; thence southwesterly at right angles to said northeasterly line, along the face of said east portal to the southeasterly prolongation

line
of the southwesterly of Macy Street as shown on
said map of Tract No. 10151; thence northwesterly along
said prolonged line 7.64 feet to the southeasterly line
of said Avila Street; thence southwesterly along said
southeasterly line of Avila Street to a point in a
line parallel with and distant 10 feet southwesterly
measured at right angles from said southeasterly pro-
longation of the southwesterly line of Macy Street;
thence northwesterly along said parallel line to the
northwesterly line of said Avila Street; thence north-
easterly along said northwesterly line to the point
of beginning.

PARCEL D:

That portion of Ogier Street in the City of
Los Angeles, described as follows:

Beginning at the point of intersection of
the southerly line of Ogier Street, 50 feet in width,
with the westerly line of Avila Street, said point of
intersection being the northeasterly corner of Lot 54
Bauchet Tract, as per map recorded in Book 37, pages
29 and 30, Miscellaneous Records of Los Angeles County;
thence westerly along said southerly line of Ogier
Street to the southeasterly line of that certain parcel
of land described in Parcel III A of decree had in
Case No. 8079-C, in the District Court of the United
States, in and for the Southern District of California,
Central Division (a copy of said decree is recorded in
Book 15137, Page 393, Official Records of said County;
thence northeast along said southeasterly line to a
point in the northerly line of said Ogier Street;
thence easterly along said northerly line to the westerly
line of Avila Street; thence southerly in a direct
line to the northeasterly corner

line to the point of beginning.

PARCEL E:

That portion of Bauchet Street and that portion of Avila Street in the City of Los Angeles bounded and described as follows:

Beginning at the point of intersection of the southeasterly line of Bauchet Street, 60 feet in width, with the southwesterly line of Avila Street, said point of intersection being the most northerly corner of Lot 34, Bauchet Tract, as per map recorded in Book 37, Pages 29 and 30, Miscellaneous Records of Los Angeles County; thence southwesterly and northwesterly along the southeasterly and southwesterly lines of Bauchet Street to the southeasterly line of Date Street, 40 feet in width; thence northeasterly along the southeasterly line of Date Street to the northeasterly line of Bauchet Street; thence southeasterly along the northeasterly line of Bauchet Street to the most southerly corner of Lot 27, said Bauchet Tract; thence northeasterly along the northwesterly line of Bauchet Street a distance of 160.58 feet to a point in a line parallel with and distant 58 feet westerly measured at right angles from the northerly prolongation of that certain course in the easterly line of that certain parcel of land described in deed to the City of Los Angeles, recorded in Book 15722, Page 190, Official Records of said County; said certain course being described in said deed as having a length of 121.58 feet; thence southerly and parallel with said certain course to a point in the westerly line of said Avila Street; thence northerly and northwesterly along the westerly and southwesterly lines of Avila Street to the point of beginning.

street to the point of beginning.

PARCEL F:

That portion of Date Street in the City of Los Angeles lying between a horizontal plane located at the springing line of Vignes Street subway structures, as shown on plans Nos. D-4322 and D-4323 on file in the

office of the City Engineer of said City of Los Angeles, said springing line being located at an elevation of 282.66 feet above the official datum plane of said City of Los Angeles adopted July 1, 1925, by Ordinance No. 52,222, and a horizontal plane at an elevation of 329 feet above said official datum plane included within the vertical projections of the hereinafter described boundaries excepting that space between said horizontal plane at elevation 282.66 feet and the soffit of said structure, as shown on said plans;

Beginning at the most northerly corner of that certain parcel of land described in parcel A of deed to the City of Los Angeles, recorded in Book 15200, Page 61, Official Records of Los Angeles County, said corner being the point of intersection of the southeasterly line of Date Street with the northeasterly line of Vignes Street; thence southwesterly along the southeasterly line of Date Street a distance of 51.94 feet to the southwesterly prolongation of the northwesterly line of that certain parcel of land described in final judgment had in Case No. 400642 of the Superior Court of the State of California, in and for the County of Los Angeles, said final judgment is recorded in Book 14331, Page 376, Official Records of said County; elevation 282.66 feet and the soffit of said structure; thence northeasterly along said southwesterly prolongation to the northwesterly prolongation of the northeasterly line of said land described in Parcel A of deed recorded in Book 15200, Page 61, Official Records of said County; thence southeasterly along said northwesterly prolongation to the point of intersection of the southeasterly line of

to the point of beginning.

PARCEL G:

Those portions of Date Street, Queirolo Street and College Street in the City of Los Angeles, described as follows:

Beginning at the most northerly corner of that certain parcel of land described in parcel A of deed to the City of Los Angeles, recorded in Book 15200, Page 61, Official Records of Los Angeles County, said corner being the point of intersection of the southeasterly line of Date Street with the northeasterly line of Vignes Street; thence northwesterly along the northwesterly prolongation of the northeasterly line of said land described in Parcel A of deed recorded in Book 15200, Page 61, Official Records of said County to the northwesterly line of Date Street;

thence northwesterly along the northwesterly line of Date Street to the southwesterly line of Queirolo Street;

thence northwesterly along said southwesterly line a distance of 14.44 feet to a point in the southwesterly pro-

longation of the northwesterly line of that certain parcel of land described in final judgment had in Case No. 400042

of the Superior Court of the State of California, in and the City of Los Angeles, recorded in Book 15200, Page 61, for the County of Los Angeles; said final judgment is Official Records of Los Angeles County, said final judgment recorded in Book 14331, Page 376, Official Records of said

County; thence northeasterly along said southwesterly prolongation to the northeasterly line of said Queirolo Street; thence southeasterly along said northeasterly line of

Queirolo Street to said northwesterly line of Date Street;

thence northwesterly along said northwesterly line of Date Street to the westerly line of College Street; thence

northerly and northwesterly along the westerly and south-

northerly and westerly along the westerly and
westerly lines of College Street to the most northerly
corner of that certain parcel of land described in said
final judgment recorded in Book 14331, Page 376, Official
Records of said County; thence northeasterly in a direct
line to the most westerly corner of that certain parcel
described in deed to Southern Pacific Company, et al.,

recorded in Book 15539, Page 287, Official Records of
said County, said last mentioned corner being in the
northeasterly line of College Street; thence southeast-
erly along said northeasterly line of College Street to
the northwesterly line of Date Street; thence northeast-
erly along the northwesterly line of Date Street to the
most westerly corner of that certain parcel of land
described in deed to Gladding-McBean & Company, recorded
in Book 15099, Page 136, Official Records of said County;
thence southwesterly in a direct line to the most north-
erly corner of that certain parcel of land described in
final judgment recorded in Book 14331, Page 376, Official
deed to the Southern Pacific Company, et al., recorded
in Book 15476, Page 317, Official Records of said County,
said last mentioned point being in the southeasterly line
of Date Street; thence southwesterly along the southeast-
erly line of Date Street to the point of beginning.

PARCEL H:
northeasterly line of College Street; thence southeast-
That portion of Alhambra Avenue, Rondout
Street, Bloom Street and Leroy Street, in the City of
Los Angeles, described as follows:

Beginning at a point in the southerly line of
Alhambra Avenue (100 feet in width), distant thereon
North 83° 07' 30" East 260.09 feet from the northeasterly
line of College Street; thence North 46° 59' 40" East, a
distance of 87.45 feet; thence northeasterly along a curve
concave to the northwest, tangent at its beginning to said
last mentioned course and having a radius of 59.97 feet

an arc distance of 53.97 feet to a point; thence North $4^{\circ} 34' 00''$ West and tangent to said curve a distance of 95.62 feet to a point in the northerly line of Rondout Street; thence easterly along the northerly line of Rondout Street and easterly along the northerly line of Alhambra Avenue to the southwesterly line of Bloom Street (50 feet in width); thence northwesterly along the southwesterly line of Bloom Street a distance of 42.62 feet to the northeasterly corner of that certain parcel of land described in deed to the Southern Pacific Railroad Company, recorded in Book 13992, Page 179, Official Records of Los Angeles County; thence easterly along a curve concave to the north, having a radius of 565 feet to the most westerly corner of that certain parcel of land designated as Parcel 5 in the deed to the Southern Pacific Company, recorded in Book 15493, Page 122, Official Records of said County, said most westerly corner being in the northeasterly line of Bloom Street; thence southeasterly along said northeasterly line of Bloom Street a distance of 50.33 feet to said northerly line of Alhambra Avenue; thence easterly along said last mentioned northerly line to the southwesterly line of Leroy Street (50 feet in width); thence northwesterly along said last mentioned line a distance of 143.81 feet to the most northerly corner of that certain parcel of land described in Parcel 2 of deed to Santa Fe Land Improvement Company, recorded in Book 15415, Page 371, Official Records of said County; thence northeasterly along a curve concave to the northwest, having a radius of 563.285 feet to the most westerly corner of that certain parcel of land described in deed to the Atchison, Topeka and Santa Fe Railway Company, recorded in Book 14920, Page 274, Official Records of said County, said last mentioned corner being a point in the

northeasterly line of said Leroy Street; thence southeasterly along said last mentioned northeasterly line a distance of 179.62 feet to said northerly line of Alhambra Avenue; thence easterly along said last mentioned northerly line to the northwesterly line of the official bed of the Los Angeles River, as established by Ordinance No. 287, Old Series of said City; thence southwesterly along said northwesterly line of the Los Angeles River to the southerly line of Alhambra Avenue; thence westerly along said southerly line to the point of beginning, excepting the space included within the vertical projection of the boundaries described in this parcel lying above the 3 following described planes:

First, a horizontal plane, the westerly end of which is a line drawn through a vertical line that passes through the intersection of the center line of Alhambra Avenue, with the westerly line of said Official Bed of the Los Angeles River, said horizontal line being drawn at right angles to said center line at an elevation of 331.00 feet above the official datum of said City of Los Angeles adopted July 1, 1925, by Ordinance No. 52,222, River, as established by Ordinance No. 287, Old Series of

Second, a plane, the easterly end of which is a horizontal line drawn through a vertical line that passes through the intersection of the center line of Alhambra Avenue with the westerly line of said Official Bed of the Los Angeles River, said horizontal line being also drawn at right angles to said center line and at an elevation of 331.00 feet above said official datum, and the westerly end of said plane is a horizontal line drawn through a vertical line that passes through a point in said center line distant thereon 826.28 feet westerly from said westerly line of the Official Bed of the Los Angeles River, said last mentioned horizontal line being also drawn at right angles to said center line at an elevation of 331.00

to said center line at elevation 343.00 feet above said official datum.

Third, a plane, the easterly end of which is a horizontal line drawn through a vertical line that passes through a point in said center line of Alhambra Avenue distant thereon 826.28 feet westerly from said westerly line of the Official Bed of the Los Angeles River, said last mentioned horizontal line being also drawn at right angles to said center line at an elevation 343.00 feet above said official datum, and the westerly end of said plane is a horizontal line drawn through a vertical line that passes through a point in said center line of Alhambra Avenue distant thereon 1515.70 feet westerly from said westerly line of the Official Bed of the Los Angeles River, said last mentioned horizontal line being also drawn at right angles to said center line at an elevation 327.60 feet above said official datum; reserving over the land described in this parcel certain surface and sub-surface rights for the construction of necessary supports and footings for an overhead structure which will be constructed so as not to interfere with the existing railroad facilities, and be built with all proper side clearances as established by the California Railroad Commission; also reserving the permanent easement and right at any time and from time to time to construct, maintain, operate, replace, remove, renew and enlarge lines of poles, conduits, cables, wires and other convenient structures, equipment and fixtures for the transmission or distribution of electrical energy and incidental purposes, including the access and right to keep the property free from inflammable materials and wood growth and otherwise protect the same from all hazards in, upon, over and across the entire parcel of land described in Parcel H hereof and that portion of the land described

in Parcel G hereof, included within a strip of land 10 feet in width lying southwesterly of and contiguous to the northeasterly line of College Street and the southeasterly prolongation of said northeasterly line; said 10 foot strip of land extends from the southeasterly line of Date Street to the northwesterly line of the land described in said Parcel G;

Also

Reserving the permanent easement to maintain, operate, replace, remove and renew a line of pipe for the transmission and distribution of gas in, upon, over and across all that certain parcel of land described in Parcel H hereof.

Also

Reserving the permanent easement to maintain, operate, replace, remove and renew a line of pipe for the transmission of oil in, upon, over and across that portion of that certain parcel of land described in Parcel H hereof lying southeasterly of a line parallel with and distant of land extends from the southeasterly line of Date Street 100 feet northwesterly from the northwesterly line of the Official Bed of the Los Angeles River.

Also

Reserving the permanent easement to maintain, operate, replace, remove and renew poles, wires, conduits and cables and other convenient structures, equipment and fixtures for telephone and telegraph purposes in, upon, over, and across the land described in Parcels C., D., E., F., G. and H hereof.

Also

Reserving the permanent easement to construct, operate, replace, remove and renew a line of pipe for the transmission of oil in, upon, over and across that portion

1 sewers and storm drains and appurtenant structures in,
2 upon, over, and across all of Parcels G and H hereof and
3 that portion of Parcel B lying easterly of a line parallel
4 with and distant 1227 feet easterly, measured at right
5 angles from the center line of Alameda Street.

6 Also

7 Reserving permanent easements to maintain a con-
8 crete retaining wall and footings over that portion of
9 Parcel A hereof lying southerly of a line parallel with
10 and distant 31 feet northerly, measured at right angles
11 from the northerly line of Aliso Street and over that por-
12 tion of Parcel G hereof, lying southwesterly of a line
13 parallel with and distant 12 feet northeasterly, measured
14 at right angles from the northwesterly prolongation of
15 the northeasterly line of that certain parcel of land des-
16 cribed in Parcel A of deed to the City of Los Angeles,
17 recorded in Book 15200, Page 61, Official Records of said
18 County.

19
20 angles from the center line of Alameda Street.

21 Sec. 2. That the Council of the City of Los
22 Angeles hereby determines and declares that said proposed
23 work or improvement is of more than local or ordinary pub-
24 lic benefit and will affect and benefit the lands and
25 district hereinafter described, which district is hereby
26 declared to be the district affected or benefited by the
27 work or improvement, and that therefore the entire damages,
28 costs and expenses of the work and improvement, shall be and
29 the same are hereby made chargeable against, and shall be
30 assessed upon the lands and district hereinafter described,
31 which district is within the City of Los Angeles, County of
32 Los Angeles, State of California and the extension bound-

...District is within the City of Los Angeles, ...
...California, and the corners ...

aries thereof are hereby specified to be as follows:



Beginning at the point of intersection of the southerly line of Aliso Street with the easterly line of Alameda Street; thence northerly in a direct line to the point of intersection of the westerly line of Alameda Street with the southerly line of Macy Street; thence easterly in a direct line to the southeasterly corner of that certain parcel of land described in Parcel I-A of Decree had in Case No. 8079-C, in the District Court of the United States, in and for the Southern District of California, Central Division; (a copy of said decree is recorded in Book 15137, Page 393, Official Records of said County); thence northeasterly along the southeasterly line of said land described in Parcel I-A and along the

...at the point of intersection ...
...Aliso Street with the easterly ...
...northerly in a direct ...
point of intersection of the westerly line of Alameda ...
...with the southerly line of Macy Street; thence ...
...ly in a direct line to the southeasterly corner ...
...Parcel I-A of Decree had in Case No. 8079-C, in the District ...
...California, Central Division; (a copy of said decree is ...
...in Book 15137, Page 393, Official Records of s ...
...); thence northeasterly¹⁶ along the southeasterly ...
...of said land described in Parcel I-A and ...

southeasterly line of the land described in Parcels III¹ and I-B of said Decree, to the northeasterly corner of said land described in Parcel I-B; thence northwesterly along the northeasterly line of the land described in said Parcel I-B to the southeasterly line of Lot 46, Bauchet Tract, as per Map recorded in Book 37, Pages 29 and 30, Miscellaneous Records of said County; thence northeasterly in a direct line to the northeasterly corner of said Lot 46; thence northwesterly in a direct line to the most easterly corner of Lot 50, said Bauchet Tract; thence northwesterly along the northeasterly line of said Lot 50, and along the northwesterly prolongation thereof to a point in the center line of Date Street; thence northeasterly along the center line of Date Street to the center line of Vignes Street; thence northwesterly in a direct line to the intersection of the northeasterly line of Vignes Street with the southwesterly line of Queirolo Street; thence southeasterly in a direct line to the most westerly corner of that certain parcel of land described in the final judgment had in Case No. 400042 of the Superior Court of the State of California, in and for the County of Los Angeles; said final judgment is recorded in Book 14331, Page 376, Official Records of said County; thence northeasterly in a direct line to the most northerly corner of said last mentioned parcel of land; thence northeasterly in a direct line to the most westerly corner of that certain parcel of land conveyed to Southern Pacific Company, et al., by deed recorded in Book 15539, Page 287, Official Records of said County; thence northeasterly along the northwesterly line of said last mentioned parcel of land to a point in the southerly line of Alhambra Avenue; thence northeasterly in a direct line to the intersection of the northerly line of Alhambra Avenue with the southwesterly line of Rondout

Street; thence northeasterly in a direct line to the most westerly corner of that certain parcel of land described in deed to the Southern Pacific Railroad Company, recorded in Book 13992, Page 179, Official Records of said County; thence easterly along the northerly line of said last mentioned certain parcel of land to a point in the southwesterly line of Bloom Street; thence easterly in a direct line to the most westerly corner of that certain parcel of land designated as Parcel 5 in deed to the Southern Pacific Company, recorded in Book 15493, Page 122, Official Records of said County, said last mentioned corner being in the northeasterly line of said Bloom Street; thence northeasterly along the northwesterly line of said last mentioned certain parcel of land to the most northerly corner thereof, said last mentioned corner being in the southwesterly line of Leroy Street; thence northeasterly in a direct line to the most westerly corner of that certain parcel of land described in deed to the Atchison, Topeka and Santa Fe Railway Company, said County; thence (Page 274) along the northerly line recorded in Book 14920, Official Records of said County, said last mentioned corner being in the northeasterly line of said Leroy Street; thence northeasterly along the northwesterly line of said last mentioned certain parcel of land to the most northerly corner thereof; thence southwesterly along the southeasterly line of said last mentioned certain parcel of land described in deed recorded in Book 14920, Page 274, Official Records of said County, to the most southerly corner thereof, said last mentioned corner being in the northeasterly line of Leroy Street; thence southeasterly along said last mentioned northeasterly line to the northerly line of Alhambra Avenue; thence easterly along said northerly line of Alhambra Avenue to the northwesterly line of the

Official Bed of the Los Angeles River, as established by Ordinance No. 287 (Old Series) of the City of Los Angeles; thence southwesterly along said last mentioned northwesterly line to the southerly line of Alhambra Avenue; thence westerly along the southerly line of Alhambra Avenue to the most easterly corner of that certain parcel of land described in Parcel 1 in deed to the Santa Fe Land Improvement Company, recorded in Book 15415, Page 371, Official Records of said County; thence southwesterly along the southeasterly line of said last mentioned parcel of land to the most southerly corner thereof; thence ^{north-}westerly along the southwesterly line of said last mentioned parcel of land to the most westerly corner thereof; thence northwesterly in a direct line to the most southerly corner of that certain parcel of land described in deed to the Atchison, Official Bed of the Los Angeles River, as established by Topeka and Santa Fe Railway Company, et al., recorded in Ordinance No. 287 (Old Series) of the City of Los Angeles; Book 14730, Page 385, Official Records of said County; thence ^{south-}northwesterly along the ^{south-}westerly line of said last mentioned parcel of land to the most westerly corner thereof, said last mentioned corner being in the southerly line of Alhambra Avenue; thence westerly along said last mentioned southerly line a distance of 498.19 feet to the most northerly corner of that certain parcel of land described in deed to the Atchison, Topeka and Santa Fe Railway Company, et al., recorded in Book 14942, Page 18, Official Records of said County; thence southeasterly in a direct line to the most easterly corner of the land of land to the most westerly corner thereof; thence northwesterly in a direct line to the most southerly corner of that certain parcel of land described in Parcel 2 of deed to the Santa Fe Land Improvement Company, recorded in Book 14885, Page 145, Official Records of said County, said last mentioned point being in the northwesterly line of Date Street; thence southwesterly in a direct line to the most southerly corner of last mentioned parcel of land to the most westerly corner

said last mentioned parcel of land; thence northwesterly in a direct line to the most westerly corner of said last mentioned parcel of land, said last mentioned corner being a point in the southeasterly line of said certain parcel of land described in deed recorded in Book 12942, Page 18, Official Records of said County; thence southwesterly along said last mentioned southeasterly line of said last mentioned parcel of land to the northwesterly line of Date Street; thence southwesterly in a direct line to the most northerly corner of that certain parcel of land described in deed to the Southern Pacific Company, et al., recorded in Book 15476, Page 317, Official Records of said County; thence southwesterly along the southeasterly line of said last mentioned certain parcel of land to the northeasterly line of Vignes Street; thence southeasterly in a direct line to the intersection of the southwesterly line of Vignes Street with the southeasterly line of Bauchet Street; thence southwesterly in a direct line to the most southerly corner of Lot 21, Bauchet parcel of land described in deed recorded in Book 12942, Tract, as per map recorded in Book 37, Pages 29 and 30, Official Records of said County; thence southerly in a direct line to the southeasterly corner of Lot 3, R.M. Baker Tract, as per map recorded in Book 60, page 11, Miscellaneous Records of said County; thence southerly in a direct line to the northwesterly corner of Lot 4, Subdivision of a part of the estate of Ynuario Ayila, deceased, as per map recorded in Book 34, Page 90, Miscellaneous Records of said County; thence southwesterly along the northwesterly line of said Lot 4 to a point in a line parallel with and distant 1239 feet easterly, measured at right angles, from the center line of Alameda Street; thence southwesterly along said last mentioned parallel line

1 to a point in the northwesterly line of Lyon Street;
2 thence southeasterly in a direct line to the southwesterly
3 corner of Lot 7, Block D, Subdivision of the Aliso Tract,
4 as per map recorded in Book 4, Pages 12 and 13, Miscellaneous
5 Records of said County; thence westerly in a direct line
6 to the point of beginning, excepting therefrom so much of
7 said land that may be included within the lines of any pub-
8 lic street or alley.

11
12 Sec. 3. That the Board of Public Works of the
13 City of Los Angeles is hereby directed to cause notices of
14 the passage of this ordinance to be posted at the places
15 and in the manner required by law, and also to cause a
16 notice similar in substance to be published as required by
17 law, in the "Los Angeles Daily Journal," a daily newspaper
18 published and circulated in the City of Los Angeles, which
19 is hereby designated as the newspaper in which said notice
20 shall be published; thence westerly in a direct line
21 to the point of beginning, excepting therefrom so much of

22 Sec. 4. That all proceedings for said vacation
23 and abandonment shall be had and taken under and in accord-
24 ance with the Street Opening Act of 1889, being division 5,
25 part 1, of the Streets and Highways Code of the State of
26 California.

27 Sec. 5. That the Board of Public Works of the
28 City of Los Angeles is hereby directed to cause notices of
29 the passage of this ordinance to be posted at the places
30 and in the manner required by law, and also to cause a
31 notice similar in substance to be published as required by
32 law, in the "Los Angeles Daily Journal," a daily newspaper
published and circulated in the City of Los Angeles, which
is hereby designated as the newspaper in which said notice
shall be published.

Sec. 5. The City Clerk shall certify to the passage of this ordinance by a unanimous vote and cause the same to be published once in the THE LOS ANGELES DAILY JOURNAL

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles by the unanimous vote of all members of said Council present, there being not less than twelve members present, at its meeting of OCTOBER 6 1941, 19

[Signature] City Clerk

Approved this 8th day of October 1941

[Signature] Mayor

10-16-41

85350

Affidavit of Publication

State of California,
County of Los Angeles, } ss.
City of Los Angeles

CHAS. D. ROE,

being duly sworn, deposes and says: that he is a resident of the City of Los Angeles, said County and State, and a citizen of the United States, over twenty-one years of age; that he is and was at all the times herein mentioned the Principal Clerk of the Daily Journal Company, the printer and publisher of The Los Angeles Daily Journal, a daily newspaper printed, published, and having a general circulation in said City of Los Angeles, that as such Principal Clerk he has and had charge, during all the times herein mentioned, of all the advertisements in said newspaper, and that the annexed printed copy has been published.

TEN consecutive days (Sundays excepted) in the above named newspaper; commencing on OCTOBER 24th, 1941 and ending on NOVEMBER 4th, 1941 County of Los Angeles, ss. both days inclusive, and as often during said period as said newspaper was issued, to-wit, daily, and in the regular and entire issue of said newspaper proper, and not in a supplement.

Chas. D. Roe

and was at all the times herein mentioned the Principal Clerk of the Daily Journal Company, the printer and publisher of The Los Angeles Daily Journal, a daily newspaper printed, published, and having a general circulation in said City of Los Angeles, that as such Principal Clerk he has and had charge, during all the times herein mentioned, of all the advertisements in said newspaper, and that the annexed printed copy has been published.

By Henry P. Reis, Deputy.

printed copy has been published Form 116
TEN consecutive days

(Sundays excepted) in the above named newspaper; commencing on OCTOBER 24th, 1941 and ending on NOVEMBER 4th, 1941 both days inclusive, and as often during said period as said newspaper was issued, to-wit, daily, and in the regular and entire issue of said newspaper proper, and not in a supplement.

NOTICE OF PUBLIC WORKS
Public Notice is hereby given that on Monday, the 15th day of October, A.D. 1941, the Council of the City of Los Angeles, did, at its meeting on said day, adopt an Ordinance of its Session Numbered 85350, declaring its intention to order the following improvement to be made, to-wit:
To close up, vacate and abandon for public street purposes, Lyon Street from the northerly line of Aliso Street to a point approximately 370 feet northerly of Aliso Street; also Avila Street from the southerly line of Macy Street to Ramirez Street; also Ramirez Street from Avila Street to a point approximately 170 feet southerly from said Avila Street; also a portion of Macy Street from a point approximately 100 feet easterly of Alameda Street to a point approximately 1300 feet easterly of Alameda Street; also Ogier Street from Avila Street to a point approximately 350 feet westerly from said Avila Street; also Hauchet Street from a point approximately 230 feet southwesterly of Vignes Street to Dale Street; also a portion of Avila Street along the southerly line thereof from Hauchet Street to a point approximately 130 feet southerly from Hauchet Street; also a triangular portion of Dale Street at Vignes Street; also Dale Street from Vignes Street to a point approximately 33 feet northerly of College Street; also Queirole Street from Dale Street to a point approximately 35 feet northwesterly from Dale Street; also College Street from Dale Street to a point approximately 150 feet northwesterly from Dale Street; also a portion of Alhambra Avenue from the northwesterly line of the official bed of the Los Angeles River to a point approximately 350 feet easterly from College Street; also a portion of Hamilton Street from a point approximately 650 feet southerly from North Main Street to Alhambra Avenue; also a portion of Bloom Street from Alhambra Avenue to a point approximately 50 feet northwesterly from said Alhambra Avenue; also a portion of Leroy Street from Alhambra Avenue to a point approximately 175 feet northwesterly from said Alhambra Avenue, in the City of Los Angeles, County of Los Angeles, State of California.
Reference is hereby made to said Ordinance No. 85350, on file in the office of the City Clerk of said City, for further particulars and description of measurement district shown thereon.
THE CITY OF LOS ANGELES
For further information regarding measurement district, call at Room 505, City Hall, 10/24-11/4-104

approximately 130 feet southerly from Hauchet Street to a point approximately 130 feet southerly from Hauchet Street; also a portion of Avila Street along the southerly line thereof from Hauchet Street to a point approximately 130 feet southerly from Hauchet Street.

approximately 130 feet southerly from Hauchet Street to a point approximately 130 feet southerly from Hauchet Street; also a portion of Avila Street along the southerly line thereof from Hauchet Street to a point approximately 130 feet southerly from Hauchet Street.

*from
Metrolink* Contract Number
LCR-041-93

AGREEMENT

BETWEEN

AMTRAK

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR OPERATION OF

THE RAIL YARD

AT

LOS ANGELES UNION PASSENGER TERMINAL

DATED: June 1, 1992

**AGREEMENT BETWEEN AMTRAK AND SCRRA
FOR OPERATION OF
THE RAIL YARD AT LOS ANGELES UNION PASSENGER TERMINAL**

Amtrak currently operates intercity rail passenger service to and from the Los Angeles Union Passenger Terminal (LAUPT), as well as one commuter round-trip per day at LAUPT under contract with the Orange County Transportation Authority. A joint powers board, the Southern California Regional Rail Authority (SCRRA), representing Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties will in the future commence operation of commuter trains to and from LAUPT. Intercity trains of Amtrak and commuter trains operating to and from LAUPT will jointly use the tracks, platforms, and associated railroad operating facilities in "the Rail Yard" (as defined in Section 1 below). The purpose of this Agreement is to establish a clear and fair relationship for such joint use and operations of the parties in the Rail Yard.

The parties also contemplate that SCRRA may consolidate dispatching control of trackage in the Mission Tower and Terminal Tower area in the future. In that event, the parties desire that the operating relationship established in this Agreement be extended to such expanded territory by further agreement of the parties, which further agreement may include maintenance of SCRRA trackage and facilities as well as dispatching of the consolidated territory. Further dispatching control consolidations or expansion of the operating relationship to encompass additional routes or facilities will be by additional agreement.

Section 1

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meaning specified below:

(a) Rail Yard - Rail Yard means the tracks, platforms (including the ramps leading from the tunnel to the platforms), signals, Terminal Tower, and associated railroad operating facilities at Los Angeles Union Passenger Terminal as shown in the area designated as the "Non-Exclusive Trainyard Area" in Exhibit B-1 to the Lease between Catellus Development Corporation and National Railroad Passenger Corporation with respect to Los Angeles Union Station, Effective as of January 1, 1991; Exhibit B-1 to that Lease is attached as Exhibit B to this Agreement.

(b) Dispatch - Dispatch means the control of train movements and track assignments in the Rail Yard on a day-to-day basis in accordance with the schedules, priorities, and Operating Plan agreed upon by the parties.

(c) Dispatcher - Dispatcher means the employee(s) responsible for performing the Dispatch function.

(d) SCRRA - SCRRA means the Southern California Regional Rail Authority formed by the Counties of Los Angeles, Ventura, Riverside, Orange, and San Bernardino, and "SCRRA" shall also mean that Authority, SCRRA's designated Contract Operator, or any successor entity that is authorized to act on its behalf.

(e) LAUPT - LAUPT is the property owned by Catellus Development Corporation in Los Angeles that is referred to as "the Terminal" in the Lease between Catellus Development Corporation and National Railroad Passenger Corporation with respect to Los Angeles Union Station, Effective as of January 1, 1991.

(f) Yard Operator - Yard Operator shall mean the party responsible for the Dispatch function as well as maintenance of the Rail Yard.

Section 2

RIGHT TO USE THE RAIL YARD

At any point in time, Amtrak and SCRRRA shall be entitled to commence, continue, or modify the operation of their passenger train service to and from the Rail Yard to the extent feasible on the basis of available capacity in the Rail Yard, the critical importance of maintaining reliable on-time performance, and any other relevant considerations. Requests for additional or modified service shall be made by giving written notice to the other party a reasonable time in advance of the proposed effective date of the requested service change. The other party shall respond to such request in no longer than 15 calendar days, stating clearly any problems or concerns the other party has as a result of the requested additional or modified service. In the event that either party asserts that modification of current operations or operation of additional trains cannot be accommodated in the Rail Yard, the issue of the feasibility of such modified or additional operations may be submitted to arbitration pursuant to Section 10 of this Agreement at the option of either party.

Cesar
Chavez
Repairs

Section 3

MAINTENANCE AND MODIFICATIONS TO RAIL YARD

(a) Unless otherwise agreed by the parties, the party (Yard Operator) that is responsible for performing the Dispatch function as provided in Section 6 shall also be responsible for maintaining the Rail Yard (including, but not limited to, maintenance, repair, cleaning, and security). Planned maintenance work which may affect operation of trains of either party will not be performed without first providing advance notice to both parties to permit consultation that will ensure minimum disruption to operation of train services. The parties shall agree on the manning required for maintaining the Rail Yard, which shall not be modified without the consent of the other party.

(b) Either party may request that capital work be performed to the facilities in the Rail Yard and shall provide advance notice to the other party concerning the proposed improvements. Capital work requested by a party will not be performed without the prior approval of the other party, which approval shall not be unreasonably withheld or delayed. Every reasonable effort shall be made to allow the other party to participate in planning for improvements that are being considered and the parties shall each assign representatives with appropriate seniority to participate in the planning, design review and construction process. A party requesting a change in facilities shall provide design plans to the other party, which shall have no more than 45 days in which to review and comment on them if it has previously been involved in the planning process for the proposed change, and no more than 90 days if it has not previously been involved. The parties shall use their best efforts to

reach agreement on sharing of costs of capital work in the Rail Yard that will provide benefits to both parties; provided, however, that unless otherwise agreed by the parties, the party requesting a change in the facilities in the Rail Yard shall pay the entire cost of such improvement. Participation by either party in consultations and reviews on maintenance or capital work shall not be a shared cost as defined in Section 7; each party's participation in this regard shall be from its own resources.

(c) As used in this Section 3, the term "capital work" means changes in or improvements to the tracks and facilities in the Rail Yard. It does not include routine monitoring, routine repair, or periodic rehabilitation of track and facilities required to sustain the condition of such track and facilities so that they will continue to function at the level of their design capability.

(d) The party requesting capital work shall not be obligated in any way to utilize forces employed by the Yard Operator to perform any of this work. Neither party shall grant access to the Rail Yard to a third party without requiring the party to execute a permit to enter the property and obtain insurance in forms and amounts agreed upon by the parties.

(e) Prior to initiation of SCRRA services, the parties shall agree upon the fixed facilities to be maintained and level of maintenance required in terms of condition and, as appropriate, track speeds and FRA class.

Section 4

OPERATING PLAN

Amtrak and SCRRA shall routinely identify to each other and discuss their most critical operating priorities in connection with the use of the Rail Yard. The parties shall jointly develop an Operating Plan for the Rail Yard which will be closely adhered to on a daily basis, and shall be updated whenever there is an operational change. The Operating Plan will address revenue and non-revenue trains and schedules, equipment source and consist, track occupancy, and assigned track numbers. The Operating Plan will be designed to avoid operating conflicts under normal operations. A copy of the Operating Plan and all priorities agreed upon by Amtrak and SCRRA shall be furnished in writing to the Dispatcher. A copy of all other written communications given by either party to the Dispatcher concerning train movements shall be given to the other party.

*Operating Plan
Familiar with*

Section 5

PRIORITY TREATMENT OF TRAINS

(a) General - The parties agree upon the importance of maintaining a high level of on-time performance for all trains. Except as provided below, all trains and all passengers shall be deemed to be equally important in the Dispatch of trains in the Rail Yard. Every effort shall be made to Dispatch trains in a manner that minimizes 1) delay to all revenue train operations, 2) passenger inconvenience, and 3) delay to non-revenue trains operating

into the Rail Yard for their next run or out of the Rail Yard for servicing between runs. The parties shall agree upon a report format to display daily performance. Such reports shall be prepared daily and available by 9:00 a.m. on the next day.

(b) Normal Priority - Under normal operating conditions, trains will be dispatched into or out of the Rail Yard in sequence as presented for arrival or departure. Priority will be accorded to trains operating on time (i.e., outbound trains ready to depart within five minutes of their scheduled time* or inbound trains presented at Terminal Tower at or within five minutes after their scheduled time). Once an inbound or outbound train is more than five minutes beyond its scheduled time, it will be subordinated to an on-time train, provided that such train shall not be held for more than 15 minutes to permit on-time trains the priority established in the preceding sentence. Revenue passenger trains will be given priority over non-revenue passenger trains, empty trains, switching moves, engine movements, work trains, and freight operations.

(c) Exceptions - Specific trains may be given a preference over other trains on a normal basis if Amtrak and SCRRA agree. Such agreement shall be in writing as provided in Section 4. The Dispatcher may give individual trains priority on a particular day if the train involved has a close published connection, a tight equipment turn is involved, a medical or other emergency exists, or other circumstances exist that clearly warrant special treatment. In such circumstances, the non-dispatching party shall be promptly notified. Extra trains and special trains shall be subordinated to all regularly scheduled train operations.

* Scheduled time is as shown in Operating Plan.

(d) Consultation on Performance - If a particular type of preference on which Amtrak and SCRRA have not agreed occurs frequently, or if there is a significant increase in the frequency or severity of train delays due to operating conflicts, the representatives of Amtrak and SCRRA as designated in Section 9 shall meet within ten working days of being notified to take appropriate action to reduce or eliminate such preference or delays. Lacking resolution, such issue shall be resolved as provided for in Section 10.

(e) Train Priority Outside of Rail Yard - The agreement of the parties with respect to the relative operating priorities of Amtrak and SCRRA trains outside of the Rail Yard is set forth in the letter agreement from Robert C. VanderClute to Richard Stanger, dated May 7, 1992, which is attached to this Agreement as Exhibit A.

(f) Staffing - Unless otherwise specified in this Agreement, the parties shall be solely responsible for supervision and staffing of all their other operating functions including, but not limited to, management of train and engine crews, mechanical, and passenger services personnel.

Section 6

DISPATCHING RESPONSIBILITY

(a) Amtrak is currently responsible for performing the Dispatch function in the Rail Yard. Amtrak shall continue to perform the Dispatch function unless it agrees with SCRRA to a change in responsibility or is replaced as provided in Subsection (b) below. The Dispatch function shall be performed in accordance with the Operating Plan, related

jointly agreed upon written communications as defined in Section 4, and priority treatment of trains as defined in Section 5. The party that is not responsible for the Dispatch function shall be entitled to place a representative in the Dispatching office for purposes of observation at any time; provided, however, that such representative may not actively participate in or direct the performance of the Dispatch function.

(b) At any time commencing 12 months after SCRRA starts operating revenue commuter trains in the Rail Yard, SCRRA may notify Amtrak of its desire to assume responsibility for performing the Dispatch function and maintaining the Rail Yard. Subject only to Amtrak's prior approval that SCRRA has the ability to safely and efficiently perform those functions, which approval shall not be unreasonably withheld, SCRRA may assume responsibility for those functions 6 months after the notice is given pursuant to the preceding sentence. SCRRA shall perform those functions in accordance with the principles of fairness and efficiency specified in this Agreement.

(c) If SCRRA assumes responsibility for the Dispatch and maintenance functions by agreement or by exercising its right pursuant to Subsection (b) of this section, SCRRA (or its contractor) shall offer priority of employment, subject to reasonable qualifications standards, to all non-management employees of Amtrak who are at that time engaged in performing the Dispatch and maintenance functions with respect to the Rail Yard; provided, however, that SCRRA shall have no responsibility to pay any labor protection obligation that Amtrak may have to any such employees and that SCRRA shall not by virtue of this Agreement be considered to have agreed to accept the terms or conditions of the collective bargaining agreement between the Yard Operator and such employees.

(d) In the event of a strike by its employees, Yard Operator shall make every reasonable effort to continue operation of the Rail Yard, including staffing by management employees. Should the Yard Operator cease operation of the Rail Yard because of a strike by its employees, the other party shall have the right to assume the functions of the Yard Operator as set forth in this Agreement with properly qualified personnel until the earlier of (i) the end of the strike or (ii) such time that the designated Yard Operator gives notice that it is able to resume those functions.

Section 7 (See Amendments #2)

COST OF OPERATIONS AND MAINTENANCE

(See Amend 2) Each party shall pay 100% of the costs of operating and maintaining the Rail Yard that are solely related to the party's operations, plus its percentage share (the "Percentage") of the costs of operating and maintaining the Rail Yard that are not related solely to the presence and/or operations of Amtrak or commuter service. For purposes of this section, a party's Percentage is a fraction, the numerator of which is the number of revenue passenger trains operated to and from the Rail Yard each month by the party, and the denominator of which is the total number of revenue passenger trains operated to and from the Rail Yard by Amtrak and all commuter operators in the month. Neither party shall pay the other any amount for (or in lieu of) rent, return on investment, or opportunity cost with respect to its use of the Rail Yard.

(See Annex 2) The costs of operating and maintaining the Rail Yard shall consist of a) employees' direct wages and salaries specifically assignable to those functions, plus additives at the current rates of the Yard Operator to cover the cost of health, welfare, taxes, injuries, and vacation (including holiday and other paid absences), and an overhead charge of 15% on top of such direct labor, (b) the actual invoice or inventory cost of materials used in the Rail Yard, plus an additive for purchasing and materials handling of 8% (except for rail, ties, and ballast which shall only bear a 1% additive), (c) utilities, (d) a reasonable apportionment of the cost incurred by the Yard Operator that are attributable to providing security services for the Rail Yard in common with other locations, and (e) other costs which the parties determine are directly assignable to operation and maintenance of the Rail Yard. ^{Amendment 2 Addition} All costs of the Yard Operator to operate and maintain the Rail Yard shall be subject to audit and shall be deemed to be of common benefit to the parties unless a specific cost is agreed to be solely related to operations of Amtrak or commuter service. For each fiscal year beginning July 1 after the start of commuter operations at LAUPT, the parties shall agree no later than April 1 upon an operating budget for the Rail Yard that is developed by the Yard Operator.

Section 8

PAYMENTS

After the commencement of operations in the Rail Yard by SCRRA, the parties shall develop procedures to ensure that the Yard Operator is compensated by the other party for costs incurred by the Yard Operator that are reimbursable under Section 7 of this Agreement.

The payment procedures to be agreed upon by the parties shall be designed to ensure that the Yard Operator is not required to expend significant amounts of its own funds in advance of being paid for the other party's operations in the Rail Yard. If the payment procedure agreed upon by the parties involves advance or estimated payments, the amounts of those payments should be agreed upon in the development of the operating budget as provided in Section 7 for each year.

Section 9

RISK OF DAMAGE AND LIABILITY

(a) As between Amtrak and SCRRA, this section shall govern the apportionment of the risk of damage or injury in connection with use of and operations in all parts of LAUPT, including the Rail Yard. The party that ~~is responsible for~~ ^{IT WAS AGREED TO BEAR THE COST OF} specified damage or injury shall defend, indemnify, and hold harmless the other party with respect to losses or claims associated with such damage or injury. All costs of either party associated with damage or claims covered by Subsection (d) shall be shared equally by the parties.

(b) Amtrak and SCRRA will each be responsible for any injury or damage to its own passengers, employees, contractors, or equipment, and will indemnify the other party with respect to such injury or damage, irrespective of negligence or fault or other act or omission of such other party.

(c) Except as provided in (b) and (d), Amtrak and SCRRA will each be responsible for clearing of wrecks and for injury to or damage to the property of third parties

that arises solely out of the operation of its trains, and will indemnify the other party with respect to such damage or injury irrespective of negligence or fault or other act or omission of such other party.

(d) The parties will share equally the costs of damage to the right of way (including clearing of wrecks) or injury to or damage to the property of third parties (other than passengers or employees) that arise out of an accident involving trains of both SCRRRA and Amtrak, irrespective of negligence or fault or other act or omission of either party. All other liability or damage that may arise in connection with the operation, maintenance, or mere existence of the Rail Yard shall be shared equally by the parties.

(e) The cost of restoration of facilities in the Rail Yard due to any accidents shall be included as a common cost of maintenance and apportioned pursuant to Section 7.

Section 10

LIAISON

Amtrak and SCRRRA shall each designate in writing to the other an individual with an office in the Los Angeles metropolitan area 1) who will have authority to act on behalf of the party and 2) to whom the other party can provide notices required pursuant to this Agreement.

Section 11

DISPUTE RESOLUTION

The parties agree to make a good faith effort to resolve any dispute, claim, or controversy between them relating to the interpretation, application, or implementation of this Agreement. In addition to efforts to resolve issues at the staff level, it is agreed that no matter shall be submitted to arbitration without the prior awareness of senior management of both parties. Any such dispute, claim, or controversy that cannot be resolved by agreement shall be submitted to binding arbitration in the following manner:

(a) The party wishing to initiate arbitration shall notify the other in writing of its desire to submit the matter to arbitration. Such notice shall contain a statement of the issues and shall designate one arbitrator.

(b) Within 15 days of such notice, the other party shall respond in writing by designating a second arbitrator.

(c) Within 15 days of designation of the second arbitrator, the two arbitrators designated as aforesaid shall appoint a third arbitrator to serve as chairman, except that if a second arbitrator has not been designated as provided in subsection (b), no arbitrator other than the first one named need be designated. If the two arbitrators so designated fail to appoint a third arbitrator within the time provided herein, the initiating party may request the American Arbitration Association to appoint a third arbitrator.

(d) Unless otherwise agreed by the parties, the arbitrators shall hear and decide the issues submitted to them with 75 days from the appointment of the third arbitrator. The arbitrators shall give each party reasonable notice of the time and place of the hearing.

(e) The arbitrators, or a majority of them, shall promptly render their decision and award in writing to the parties.

(f) Any arbitration award rendered hereunder shall be final and binding upon the parties. Judgment upon any such arbitration award may be entered in any court having jurisdiction over the parties.

(g) Each party shall bear its own costs and expenses of arbitration, including the cost and any expenses of the arbitrator designated by it. The fees of the chairman and any other remaining expenses shall be borne equally by the parties, except that the arbitrators may impose a greater proportion or all of such fees and expenses upon one of the parties if it is determined that such party did not make a good faith effort to resolve the matter prior to the commencement of arbitration, has unreasonably delayed the arbitration process, or has taken a position which is totally lacking in merit as to one or more of the issues.

Section 12

TERM

This Agreement shall take effect June 1, 1992, and shall remain in effect at least until June 1, 1998. The Agreement shall remain in effect thereafter until it is terminated by notice

given by either party no less than 12 months prior to the date upon which the Agreement is to be terminated.

Section 13

MISCELLANEOUS PROVISIONS

(a) Governing Law. The interpretation of this Agreement shall be governed by the laws of the District of Columbia.

(b) Entire Agreement. This Agreement embodies the entire agreement between the SCRRRA and Amtrak relating to the joint use of the Rail Yard. No oral statement or prior written matter will have any force or effect. The parties hereby acknowledge that they are not relying on any representations or agreements other than those contained in this Agreement. This Agreement will not be modified except in writing subscribed to by both parties.

(c) Severability. In the event that any term, covenant, condition, or provision of *this Agreement or the application thereof* to any person or circumstance is found to be invalid or unenforceable in any respect, the remainder of this Agreement or the application of such term or provision to persons or circumstances shall nevertheless be binding with the same effect as if the invalid or unenforceable provision were originally deleted. This will not apply where the term, covenant, condition, or provision or part thereof that is declared invalid or unenforceable is so fundamental to the Agreement that the remainder of the

Agreement, standing alone, does not represent a meeting of the minds of the parties, or substantially alters the rights or obligations of either party under the Agreement.

(d) Waiver. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is reduced to writing and signed by the party to be charged. No such waiver shall be construed as a modification of any of the provisions of this Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in the waiver. The failure of either party to insist at any time upon the strict observance of any of the provisions of this Agreement, or to exercise any right or remedy in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof.

(e) Notices. All notices required under this Agreement shall be mailed by first class mail to:

Richard Stanger
Executive Director
Southern California Regional
Railroad Authority
818 West Seventh Street
Los Angeles, CA 90017
Telecopy: 213-489-1469

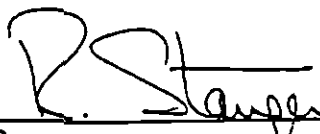
John Johnston
Manager Contract Administration
National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Telecopy: (202) 906-2652

Note :

(Section 14 added by Amendment I)

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement.

SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY



By: Richard Stanger

Its: Executive Director

NATIONAL RAILROAD PASSENGER
CORPORATION



By: Robert C. VanderClute

Its: Vice President - Transportation

APPROVED AS TO FORM
DE WITT W. CLINTON, COUNTY COUNSEL
BY Helen Starker
Deputy

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AT LOS ANGELES UNION PASSENGER TERMINAL
DATED JUNE 1, 1992

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ATTACHMENTS

EXHIBIT A - Letter Agreement/Relative Operating Priorities of Amtrak and SCRRRA Trains

EXHIBIT B - Rail Yard At Los Angeles Union Passenger Terminal

— EXHIBIT A —

May 7, 1992

Mr. Richard Stanger
Executive Director
Southern California Regional Rail
Authority
818 West Seventh Street
Los Angeles, California 90017

RE: Relative Operating Priorities of Amtrak and
SCRRA Trains

Dear Mr. Stanger:

The purpose of this letter is to set forth the agreement of the parties concerning operating priorities and the impact on incentive/penalty performance arrangements governing Amtrak trains operated on rail lines over which SCRRA commuter trains are also operated; provided, however, that it does not govern operations of trains for the benefit of either Amtrak or SCRRA within the rail yard at Los Angeles Union Passenger Terminal ("LAUPT"), which is governed by a separate agreement between the parties.

Amtrak and SCRRA agree that trains of either party operating toward LAUPT in the morning peak hours (i.e., 6:00 a.m. to 9:00 a.m.) and away from LAUPT in the afternoon peak hours (i.e., 4:30 p.m. to 7:00 p.m.) shall be given preference over trains operating in the opposite direction. When trains are operating in opposing directions in periods other than the peak hours identified in the preceding sentence and one train is operating later than its scheduled time, the train that is operating on-time shall be given preference. When trains of both parties are operating in the same direction at any time, the trains will be handled in the order presented without regard to whether they are operating on-time or late.

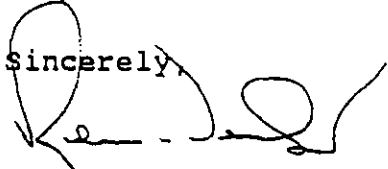
Amtrak agrees that it will undertake to amend the performance incentive/penalty provisions of its operating agreements with freight railroads to the extent they apply to operation of Amtrak trains on rail lines owned or formerly owned by such freight railroads that are still operated or maintained by such freight railroads. The purpose of the amendments will be to provide the freight railroad relief in measuring on-time performance for delays to Amtrak trains 1) as a result of the preference accorded pursuant to the first sentence of the preceding paragraph, 2) as a result of an Amtrak train being required to operate behind a commuter train operating in the same direction in the morning or afternoon peak hours because it was operating more

Mr. Richard Stanger
SCRRA
Page 2

than five minutes later than its scheduled time and the commuter train was operating within five minutes of its scheduled time, or 3) as a result of a commuter train being given preference pursuant to the second sentence of the preceding paragraph, but only if the Amtrak train that was operating late had not been delayed by actions of the contracting freight railroad.

If the provisions set forth above accurately describe your understanding of the agreement between Amtrak and SCRRA with respect to operating priorities and freight railroad performance arrangements, please have the extra copy of this letter signed on behalf of SCRRA in the space provided below, and return one copy to me.

Sincerely,


Robert C. VanderClute

Agreed by Southern California
Regional Rail Authority

By: 

Title: EXECUTIVE DIRECTOR



August 26, 1992

225250

MICROFILMED
COPY IN RMC

Mr. David R. Solow
Deputy Executive Director
Southern California Regional Rail Authority
818 West Seventh Street
Los Angeles, CA 90017

Re: Amtrak rent for use of Train Yard

Dear Mr. Solow:

This letter should clarify our conversation of August 25, 1992, regarding the amount of rent that Amtrak pays for our use of the train yard.

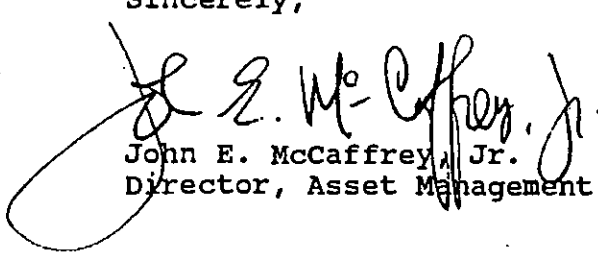
As you know, the train yard area is included in the calculation of Amtrak's percentage of common area (CAM) costs. Over the past several years, Amtrak's CAM expenses have been reduced because the RTD subway construction reduced the area of the yard available for our use. When the RTD construction is complete, that area will then be included in the equation, and Amtrak's CAM expense will be adjusted accordingly.

Amtrak does not envision any further reduction in our CAM percentage or payments to Catellus as a result of the work being performed on the platforms by LACTC. It is my understanding that track outages will be minimal and only for very short durations which therefore, should not materially affect our use of the train yard.

However, you should also be aware that per the terms of our lease with Catellus, Amtrak's CAM expenses may be reduced when the commuter service begins operation in October.

I hope this clarifies the issue. If you have any questions please call me on (202) 906-2666.

Sincerely,


John E. McCaffrey, Jr.
Director, Asset Management

cc: Raymond Lanman
Jad Roberts



Los Angeles County
Transportation Commission

Orange County
Transportation Authority

Riverside County
Transportation Commission

San Bernardino
Associated Governments

Ventura County
Transportation Commission

Ex-Officio Members:
Southern California
Association of Governments

San Diego Association
of Governments

State of California

*FLU
cc: kw*

October 30, 1992

Director, Contract Administration
National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Subject: Operation of the Rail Yard at Los Angeles Union Passenger Terminal

Dear Mr. Johnston:

Enclosed please find one (1) copy of the above referenced agreement. For tracking purposes only within the Southern California Regional Rail Authority (SCRRA), the agreement has been assigned the number of LCR-041-93. The numbering system allows us to track the progress and provide management reporting regarding the status of the agreement.

Should you have any questions regarding this correspondence, please contact the undersigned at (213) 244-7153.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

Debra Kiraly
Debra Kiraly, Manger of
Contract Administration

cc: D. Solow ✓
H. Parker
B. Ferguson

METROLINK

NOTICE TO PROCEED

CONTRACTOR: AMTRAK

CONTRACT NUMBER:

CHANGE ORDER NO: N/A

DATE: 13 October 1992

CATEGORY OF WORK:

EQUIPMENT

OPERATIONS

MAINTENANCE OF WAY

OTHER _____

TASK DESCRIPTION:

REFERENCE: Agreement between Amtrak and Southern California Regional Rail Authority for Operation of the Rail Yard and Los Angeles Union Passenger Terminal, dated June 1, 1992.

This Change Order authorizes Amtrak to proceed with work described in the referenced contract effective 26 October 1992. Specifically, this includes tower operations, signal maintenance, bridge and building maintenance, track maintenance, security, and janitorial services at the Los Angeles Union Station rail yard.

The approved budget and statement of work will be incorporated into the contract via a subsequent Contract Amendment.

FUNDING:

ARE THESE COSTS RECOLLECTIBLE FROM ANOTHER COMPANY OR AGENCY? No

IF SO, WHICH COMPANY OR AGENCY? _____

APPROVED BUDGET:

Total approved budget is pending submittal of a new cost estimate incorporating the increased janitorial service.

Costs incurred shall not exceed \$ 25,000.

APPROVALS:

DIRECTOR OF ENGINEERING

N/A

DIRECTOR OF EQUIPMENT

N/A

DIRECTOR OF OPERATIONS

[Signature]

DEPUTY EXEC DIRECTOR

[Signature]

CONTRACT ADMINISTRATOR

[Signature]

DATE:

10/14/92
10/14/92
10/14/92

METROLINK

NOTICE TO PROCEED

CONTRACTOR: AMTRAK

CONTRACT NUMBER:

CHANGE ORDER NO: N/A

DATE: 13 October 1992

CATEGORY OF WORK:

EQUIPMENT OPERATIONS MAINTENANCE OF WAY
 OTHER Passenger Services

TASK DESCRIPTION:

REFERENCE: Agreement between Amtrak and Southern California Regional Rail Authority for Operation of the Rail Yard and Los Angeles Union Passenger Terminal, dated June 1, 1992.

This Change Order authorizes Amtrak to proceed with LAUPT station services effective 26 October 1992. While, the total budget for this effort is subject to final approval, SCRRRA approves the proposed staffing of two full-time travel clerks, and two part-time ticket clerks to provide ticket service and customer assistance to Metrolink passengers at LAUPT.

The approved budget and statement of work will be incorporated into the contract via a subsequent Contract Amendment.

FUNDING:

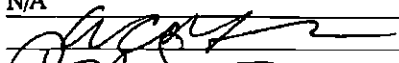

ARE THESE COSTS RECOLLECTIBLE FROM ANOTHER COMPANY OR AGENCY ? No

IF SO, WHICH COMPANY OR AGENCY ? _____

APPROVED BUDGET:

Total approved budget is TBD. Authorization to proceed is granted with the stipulation that costs are Not to Exceed \$ 25 , 000 .

APPROVALS:

		DATE:
DIRECTOR OF ENGINEERING	<u>N/A</u>	
DIRECTOR OF OPERATIONS	<u>N/A</u>	
DIRECTOR OF PASS SERVICES		<u>10/14/92</u>
DEPUTY EXEC DIRECTOR		<u>10/14/92</u>
CONTRACT ADMINISTRATOR	<u>Reg. Matanah</u>	<u>10/14/92</u>

October 13, 1992

TO: LYNN BERBERIAN - AMTRAK
FROM: ANNETTE COLFAX
SUBJECT: SCOPE OF SERVICES FOR AMTRAK LAUS TRAVEL CLERK

I envision that the duties of the TRAVEL CLERK at LAUS would include the following:

Assist Metrolink passengers with information such as:

Metrolink schedules, fares, track locations, on-board policies, station locations, and other passenger information;

Direct them to connecting transportation and assist them in locating it and determining the schedule;

How to operate ticket vending machines;

Union Station facilities, and general information on the surrounding downtown area;

Connect the passenger with someone who can help them if what is needed is beyond the scope of the travel clerk.

Provide direct assistance to passengers with complaints or problems relating to Metrolink, including following up on lost items, dealing with irate customers, assisting people with disabilities or other special needs.

Assist passengers in boarding/deboarding, including persons with disabilities, as needed. Place and operate any handicapped boarding devices.

Follow-up on passengers' complaints/concerns regarding Metrolink operations or LAUS facilities, ticket office, etc. Document follow-up actions and findings, draft response to customer for SCRRA review.

Assist in ticket sales operation, if possible under this job classification, including group and special sales by mail or phone (back-office operation).

Assist SCRRA as requested with data entry, clerical assistance, drafting responses to correspondence, answering phones, and special projects. Special projects may include developing customer information materials, training new AMTRAK/METROLINK customer info people, tracking and analyzing customer compliments and complaints, tracking and analyzing activity levels such as ticket sales at LAUS, passenger traffic patterns, etc.

Administer customer surveys, and assist in passenger counting programs. Distribute information material, or other items to passengers. May tabulate and analyze customer survey data and passenger counts.

Give information and safety presentations at LAUS. Staff information kiosk.

Assist in organizing and setting up/tearing down for special events at LAUS for Metrolink. Assist in coordinating meetings and conferences related to Metrolink.

CONTRACT/PO/REQ. NO: LCR-041-93

CONTRACTOR: Amtrak

CONTRACT DESCRIPTION: Operation of LHUP T

CONTRACT ADMINISTRATOR: Debra Kibaly

CONTRACT REPRESENTATIVE: David Solow

CONTRACT TYPE: FP T&M CPFF CPAF CPIF CPPF

CONTRACT STATUS: A I

FEDERAL FUND: N (Cap/Oper)

FUNDING SOURCE: FED STATE LOCAL PRIV

PROJECT NO: 060

DBE %: 0

ETHNIC CODE: 1 2 3 4 5
(See below for key)

DISPUTES: 0

NO. OF CLAIMS: 0

SOLICITATION TYPE	SOLICITATION DATE	BASIS OF AWARD	PROTEST Y/N	AWARD DATE	NOTICE TO PROCEED	EXEC. DIR. APPROVAL	DATE COMPLETE
<u>S/R</u>	<u>RFQ/RFIQ/IFB</u>	<u>JT</u>	<u>SS</u>	<u>N</u>	<u>01/92</u>	<u>JT</u>	<u>6/15/92 01/98</u>

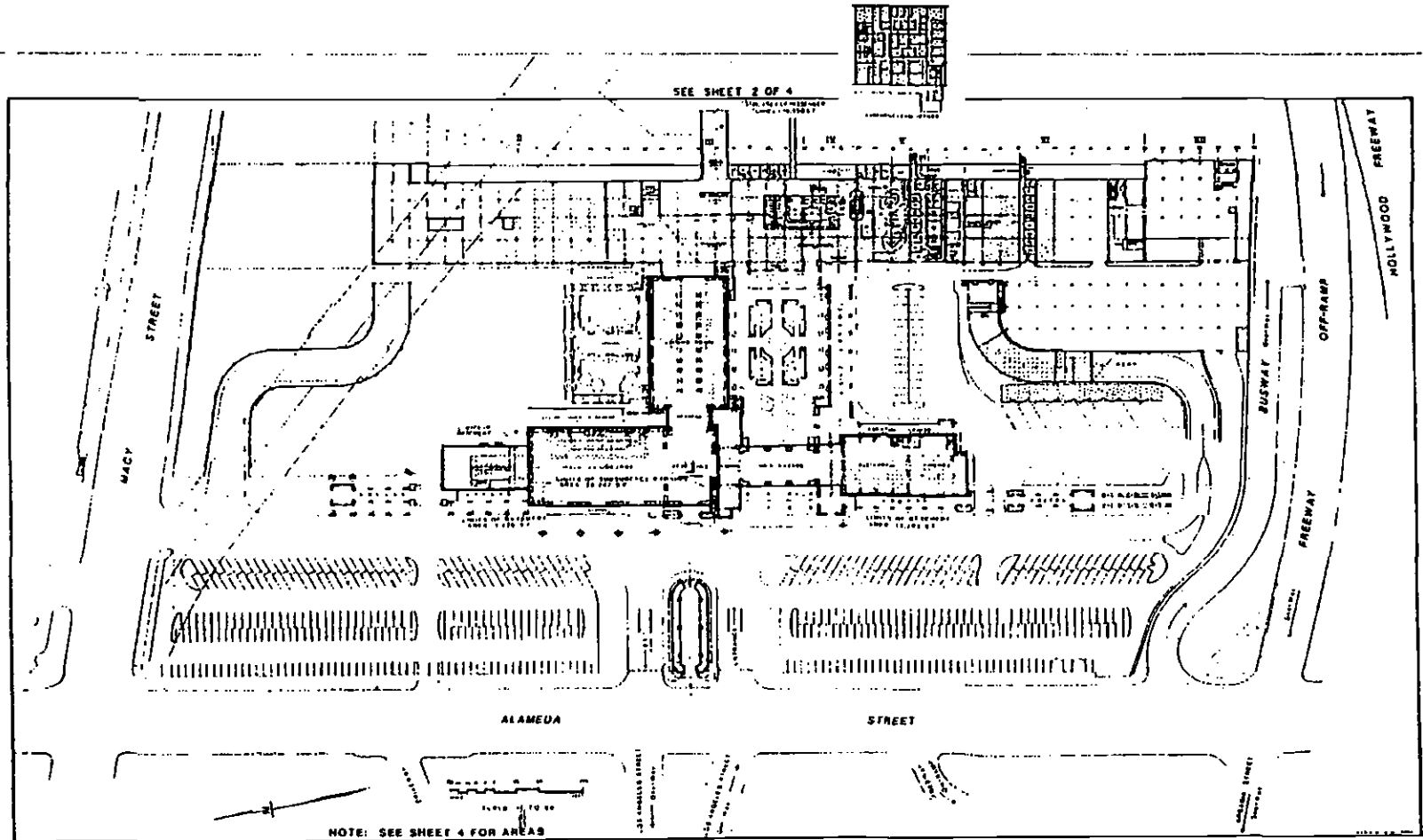
Payment amount \$ 324,500 FY-92-
AWARD AMOUNT: \$ 324,500

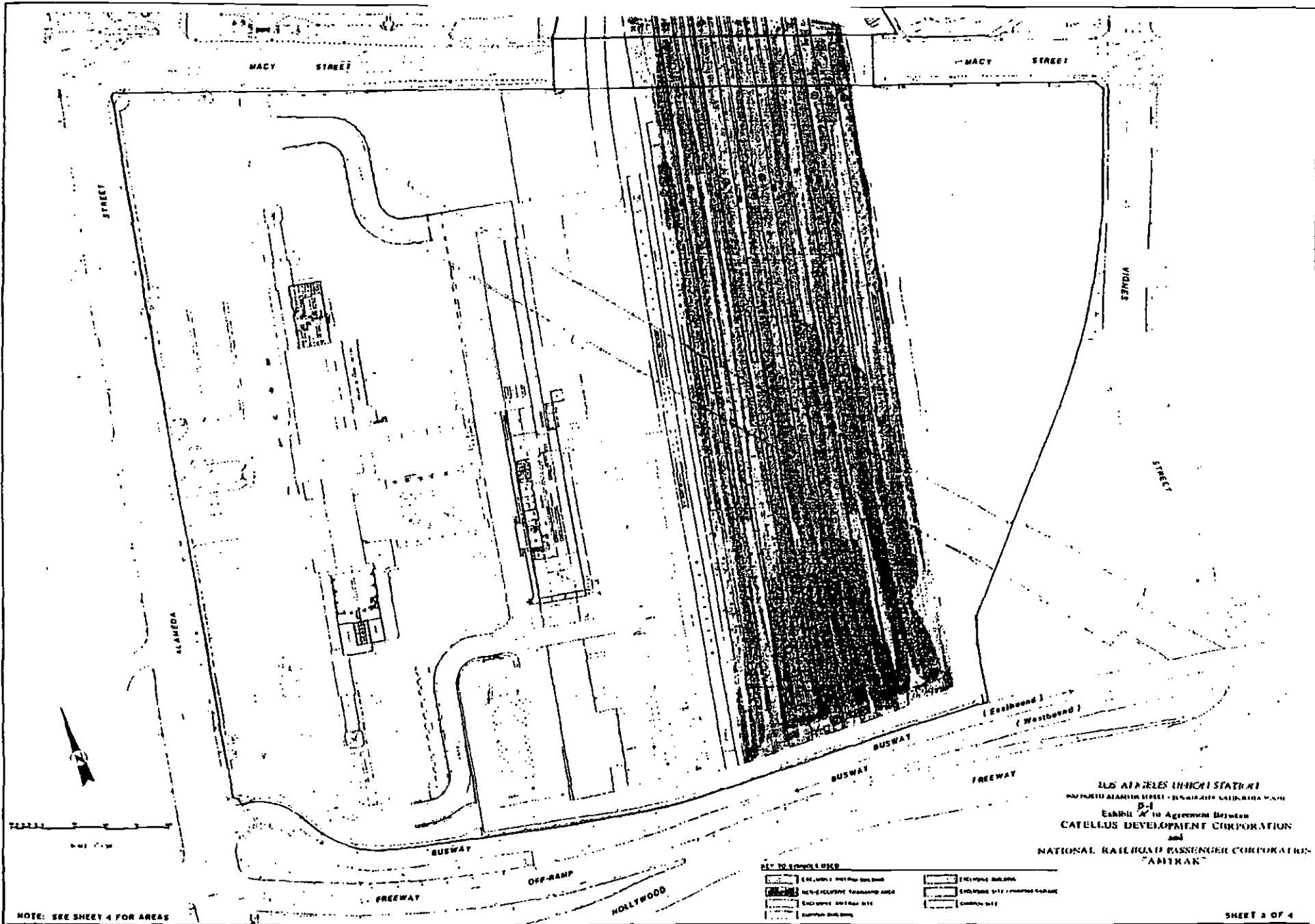
AMENDMENT NO.	AMENDMENT DATE	AMENDMENT DESCRIPTION	AMND. AMOUNT:
_____	___/___/___	_____	\$ _____
_____	___/___/___	_____	\$ _____
_____	___/___/___	_____	\$ _____
_____	___/___/___	_____	\$ _____
_____	___/___/___	_____	\$ _____
_____	___/___/___	_____	\$ _____
_____	___/___/___	_____	\$ _____
_____	___/___/___	_____	\$ _____

DBEX	ETHNIC CODE	SUB-CONTRACTOR NAME(S)	SUB-CONTRACT DESCRIPTION	SUBCONTRACT AMOUNT
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

1 = Black 3 = Asian '5 = Anglo
 2 = Hispanic 4 = Native American 'F = Female

Note: Payment amount refers to the amount paid by SECRET for the operation of





NOTE: SEE SHEET 4 FOR AREAS

KEY TO SYMBOLS USED

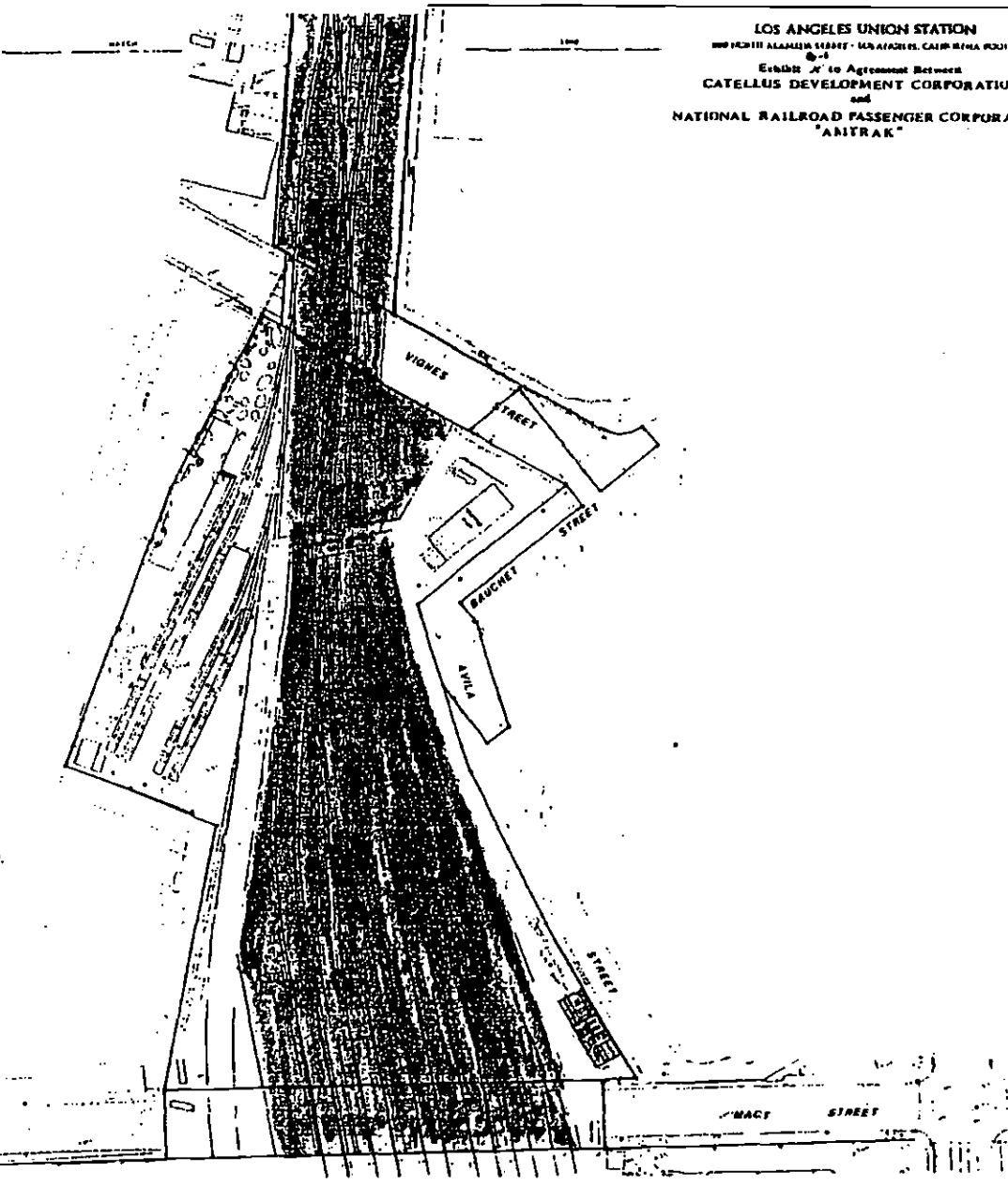
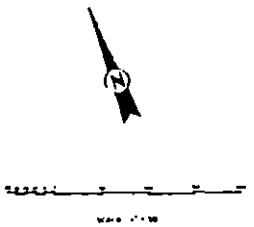
[Symbol: Dashed line]	EXISTING SIDEWALK	[Symbol: Dotted line]	EXISTING DRIVEWAY
[Symbol: Solid line]	NEW EXCLUSIVE TOSHOOP AREA	[Symbol: Dashed line]	EXISTING SITE EXISTING CURBAGE
[Symbol: Dotted line]	EXISTING DRIVEWAY	[Symbol: Dotted line]	EXISTING SITE
[Symbol: Dotted line]	EXISTING DRIVEWAY		

LOS ANGELES UNION STATION
 300 NORTH ALAMEDA STREET - LOS ANGELES, CALIFORNIA 90012
 EXHIBIT B-1 TO AGREEMENT BETWEEN
 CATELLUS DEVELOPMENT CORPORATION
 and
 NATIONAL RAILROAD PASSENGER CORPORATION
 "AMTRAK"

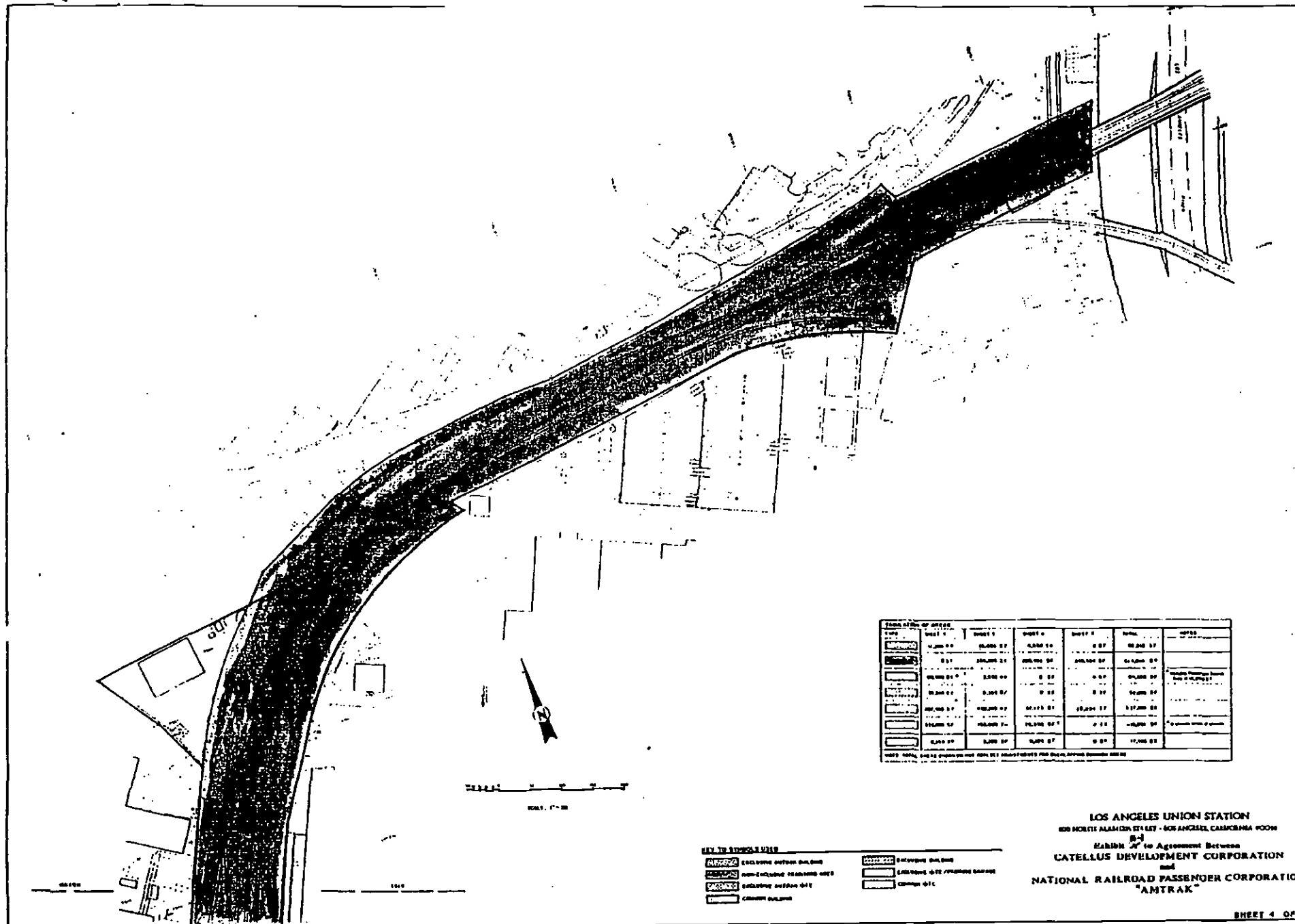
LOS ANGELES UNION STATION
300 NORTH ALAMITOS STREET - LOS ANGELES, CALIF. 90011
Exhibit A to Agreement Between
CATELLUS DEVELOPMENT CORPORATION
and
NATIONAL RAILROAD PASSENGER CORPORATION
"AMTRAK"

KEY TO SYMBOLS USED

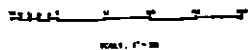
- | | |
|--|--|
|  EXISTING AMTRAK BUILDING |  EXISTING BUILDING |
|  EXISTING PASSENGER AREA |  EXISTING SIDE / PARKING GARAGE |
|  EXISTING PLATFORM SIDE |  EXISTING SIDE |
|  EXISTING BUILDING | |



NOTE: SEE SHEET 4 FOR AREAS



SUMMARY OF AREAS						
AREA	Sheet 1	Sheet 2	Sheet 3	Sheet 4	Sheet 5	TOTAL
Station Building	11,200 SF	15,000 SF	5,500 SF	10,000 SF	10,000 SF	51,700 SF
Platform	0 SF	20,000 SF	100,000 SF	200,000 SF	51,000 SF	371,000 SF
Concourse	10,000 SF	5,000 SF	0 SF	0 SF	0 SF	15,000 SF
Waiting Area	10,000 SF	0 SF	0 SF	0 SF	0 SF	10,000 SF
Office	100,000 SF	100,000 SF	100,000 SF	100,000 SF	100,000 SF	500,000 SF
Other	10,000 SF	100,000 SF	10,000 SF	0 SF	10,000 SF	130,000 SF
Grand Total	5,000 SF	5,000 SF	5,000 SF	0 SF	17,000 SF	37,000 SF



- KEY TO SYMBOLS**
- EXISTING OUTSIDE BUILDING
 - NON-EXISTING PLANNED USE
 - EXISTING OUTSIDE LOT
 - COMMON LOT
 - EXISTING BUILDING
 - EXISTING SITE PERMITS BOUNDARY
 - COMMON SITE

LOS ANGELES UNION STATION
 100 NORTH ALAMON STREET - LOS ANGELES, CALIFORNIA 90012
 Exhibit B-1 to Agreement Between
 CATELLUS DEVELOPMENT CORPORATION
 and
 NATIONAL RAILROAD PASSENGER CORPORATION
 "AMTRAK"

RECORDING REQUESTED BY

Los Angeles County Metropolitan
Transportation Authority
818 West Seventh Street, Suite 700
Los Angeles, California 90017

94 860549

AND WHEN RECORDED RETURN TO:

Velma Marshall
Manager, Real Estate Division
Metropolitan Transit Authority
818 West Seventh Street, 10th Floor
Los Angeles, California 90017

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN. 1 P.M. MAY 4 1994
PAST

This document is exempt from documentary transfer tax
(Revenue and Taxation Code § 11922) and recording fees
(Government Code § 27383)

FREE C

210

EASEMENT, CONSTRUCTION LICENSE

AND RIGHT OF ENTRY AGREEMENT

BETWEEN

CATELLUS DEVELOPMENT CORPORATION

AND

THE LOS ANGELES COUNTY

METROPOLITAN TRANSPORTATION AUTHORITY

Covering certain real property situated in:

City of Los Angeles
County of Los Angeles
State of California

Dated as of March 31, 1994

✓

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SCHEDULE OF EXHIBITS

- A. Legal Description of Union Station
- B. Common Area
- C. Common Area Expenses
- D. Exclusive Area and License Area Maps and Parcel Plats
- E. Exclusive Area Expenses
- F-1. PLR Common Area Equipment
- F-2. PLR Exclusive Area Equipment
- G-1. Easement Area and License Area Maps
(including Private Rail Car Area)
- G-2. Right of Way Maps
- H. Approved Concept Plans
- I. Amtrak Letter
- J. Metrolink Amendment
- K. Costs which Do Not Qualify as Common Area
Expenses or Exclusive Area Expenses
- L. Management Standards
- M. Scope of Work for PLR Power Requirements for Traction Power Substation

NOTE! Only Exhibits D and G-1 included in this copy of
the Agreement.

EASEMENT, CONSTRUCTION LICENSE
AND RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the 31st day of March, 1994 (the "Effective Date") by and between CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation (together with its successors and assigns, "Catellus"), and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation commission existing under the authority of Section 130050.2 *et. seq.* of the California Public Utilities Code (together with its permitted successors and assigns, "MTA"), as follows:

R E C I T A L S

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

B. In connection with its operation of commuter railroad passenger trains, and in order to provide mass transit within certain portions of Southern California, MTA intends to engage in the operation of the Pasadena Light Rail ("Pasadena Light Rail" or "PLR"). The PLR is intended to operate from Pasadena to Union Station, with a possible future extension south to connect to the existing Blue Line light rail route to Long Beach ("Downtown Connector"). MTA desires to utilize Union Station as a primary commuter passenger terminal within the City of Los Angeles in connection with its operation of the Pasadena Light Rail.

C. Catellus desires to grant to MTA a construction license and right of entry, an exclusive easement over Platform 1 at Union Station, the two tracks adjacent thereto and over certain other areas, and a non-exclusive easement over and upon certain other portions of Union Station, upon and subject to the terms and provisions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

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

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

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

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

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

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

1.6 AT&SF Easement. "AT&SF Easement" means that certain Union Station Easement Agreement between Catellus and AT&SF dated December 21, 1990 and effective as of November 30, 1990, and any amendments, extensions or renewals thereof.

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

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

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

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

1.11 Common Area Expenses. "Common Area Expenses" means those costs actually incurred by Catellus which are reasonably required or appropriate for, and incident to, the operation of the structures and grounds included in the Common Area or any portion thereof, including, but not limited to, reserve and replacement funds and real property taxes and assessments (except that MTA shall pay no such real property taxes attributable to any building constructed within the air rights over Union Station). A list of the categories of such costs as of the date hereof is set forth in Exhibit C hereto. All other categories of costs, including, but not limited to, those listed in Exhibit K hereto, shall not be Common Area Expenses unless otherwise agreed by Catellus and MTA. In the event of any change in such categories after the date hereof that is agreed to by Catellus and MTA, this Agreement shall be amended by addition of a new exhibit to reflect such change. In the event any of

such expenses are applicable partly to the Common Area and partly to other portions of Union Station, such costs shall be prorated between the Common Area and such other portions by square footage or other appropriate means, as reasonably determined by Catellus. The Joint Management Committee shall from time to time consider whether Catellus has accurately calculated the square footage of each of the Exterior Common Area, Interior Common Area and Tunnel Common Area, as set forth in Exhibit C, and other relevant areas of Union Station. Common Area Expenses shall not include any expenses paid directly by MTA as a part of its operations or otherwise, but the foregoing shall not be construed to imply that MTA has any right to perform modification or improvement work to or in the Common Area other than in accordance with Section 8 of this Agreement.

1.12 Construction License and Right of Entry. "Construction License and Right of Entry", or "Construction License", means that certain non-exclusive license and right of entry granted by Catellus to MTA over and upon the License Area, the Temporary Road and the Metrolink Temporary Plaza for the purposes set forth in Section 2.3.

1.13 Disclosure Date. "Disclosure Date" means the January 15th following the first anniversary of the Effective Date and each January 15th thereafter during the term of this Agreement.

1.14 Downtown Connector. "Downtown Connector" means that portion of the PLR consisting of a possible future extension south to connect the initial Union Station segment of the PLR with the Blue Line light rail route to Long Beach, California.

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

1.16 Easement. "Easement" means either the Common Area Easement or the Exclusive Area Easement. The Common Area Easement and the Exclusive Area Easement are, collectively, the "Easements."

1.17 Event of Default. "Event of Default" has the meanings assigned to such term in Section 17 of this Agreement.

1.18 Exclusive Area. "Exclusive Area" means the portion of Union Station comprising Platform 1 and the two tracks adjacent thereto, the Traction Power Substation Area as shown on Exhibit G-1, and other areas as shown on Exhibit D and Exhibit G-1 hereto, and does not include any other portion of Union Station. In the event of any change in the boundaries of the Exclusive Area under Section 3.5 of this Agreement, this Agreement shall be amended by addition of a new exhibit to reflect such change.

1.19 Exclusive Area Easement. "Exclusive Area Easement" means that certain exclusive easement granted by Catellus in favor of MTA over and upon the Exclusive Area for the purposes set forth and as more fully described in Section 2.1.

1.20 Exclusive Area Expenses. "Exclusive Area Expenses" means those costs actually incurred by Catellus which are reasonably required or appropriate for, and incident to, the operation of the structures and grounds included in the Exclusive Area or any portion thereof, including, but not limited to, real property taxes and assessments (except that MTA shall pay no such real property taxes attributable to any building constructed within the air rights over Union Station) insurance, and utilities. To the extent feasible, utilities shall be separately metered. A list of the categories of such costs as of the date hereof is set forth in Exhibit E hereto. All other categories of costs, including, but not limited to (i) those listed in Exhibit K hereto and (ii) management fees to Catellus, shall not be Exclusive Area Expenses unless otherwise agreed by Catellus and MTA. In the event of any change in such categories after the date hereof that is agreed to by Catellus and MTA, this Agreement shall be amended by addition of a new exhibit to reflect such change. In the event any such expenses are applicable partly to the Exclusive Area and partly to other portions of Union Station, such costs shall be prorated between the Exclusive Area and such other portions by square footage, or other appropriate means, supported with documentation, as reasonably determined by Catellus. The MTA shall from time to time consider whether Catellus has accurately calculated the square footage of the Exclusive Area, and other relevant areas of Union Station. Exclusive Area Expenses shall not include any expenses paid directly by MTA as a part of its operations or otherwise, but the foregoing shall not be construed to imply that MTA has any right to perform modification or improvement work to or in the Exclusive Area other than in accordance with Section 8 of this Agreement.

1.21 Expanded License Area. "Expanded License Area" means additional area not included in the Initial License Area which Catellus agrees, at the request of MTA and upon payment of compensation therefor, to add to the License Area. In the event of any change in the boundaries of the License Area, this Agreement shall be amended by addition of a new exhibit to reflect such change.

1.22 Expenses. "Expenses" means, collectively, the Common Area Expenses and the Exclusive Area Expenses.

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

1.24 Hazardous Material. "Hazardous Material" means any hazardous or toxic substance, whether man-made or naturally occurring, material or waste, or a pollutant, under

any federal, state or local law, regulation, ordinance or rule, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) and the Carpenter-Presley-Tanner Hazardous Substances Account Act (California Health and Safety Code, Section 25300 et seq.), which if discharged, leaked, released or emitted into the atmosphere, ground, water or any improvement situated upon any portion of Union Station, does or may pollute or contaminate the same, or adversely affect (a) the health or safety of persons, whether upon Union Station or elsewhere, (b) the condition, use or enjoyment of Union Station or any personal property thereon, or (c) Union Station or any of the improvements thereto or thereon, including, but not limited to, substances, materials and wastes now or hereafter regulated by any local governmental authority, the State of California or any federal agency, including, without limitation, the following: paint and solvents, petroleum-based fuels and products, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, PCBs and asbestos.

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

1.26 Incorporated Sections. "Incorporated Sections" is defined in Section 2.5.

1.27 Initial License Area. "Initial License Area" means that area shown on Exhibit G-1, which Catellus has agreed to provide as License Area.

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

1.29 Joint Management Committee. "Joint Management Committee" means a committee to be composed of representatives of Catellus, Metrolink, and MTA and for which representatives of Amtrak and each other Station User shall be invited to be members. Such committee shall, as more particularly set forth in this Agreement, review with Catellus issues

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that arise with respect to the management and operation of Union Station (other than the Train Yard).

1.30 License Area. "License Area" means that property identified on Exhibit G which MTA has the temporary and non-exclusive right to access and utilize for construction of the PLR, and includes both Initial License Area and Expanded License Area.

1.31 MTA. "MTA" means The Los Angeles County Metropolitan Transportation Authority (which is the successor agency to the RTD and the Los Angeles County Transportation Commission) and its permitted successors and assigns. As used herein, MTA refers to the operator of the PLR, and no references herein shall increase, reduce or otherwise impact any of MTA's rights or obligations under any other agreements between MTA and Catellus.

1.32 Metrolink. "Metrolink" means Southern California Regional Rail Authority, a California joint powers authority existing pursuant to Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities Code.

1.33 Metrolink Amendment. "Metrolink Amendment" means that certain Amendment No. 1 to Easement Agreement between Catellus Development Corporation and Southern California Regional Rail Authority pertaining to Los Angeles Union Station dated November 1, 1993, attached as Exhibit J (see Section 2.5).

1.34 Metrolink Construction Agreement. "Metrolink Construction Agreement" means that certain Metrolink Construction and Right of Entry License Agreement between Catellus and the Los Angeles County Transportation Commission dated as of August 28, 1992, and any amendments, extensions or renewals thereof.

1.35 Metrolink Easement Agreement. "Metrolink Easement Agreement" means that certain Metrolink Easement Agreement between Catellus and the Southern California Regional Rail Authority dated as of October 30, 1992, together with the Metrolink Amendment and any further amendments, extensions or renewals thereof.

1.36 Metrolink Temporary Plaza. "Metrolink Temporary Plaza" means the temporary bus plaza identified in Exhibit G-1.

1.37 Metrorail. "Metrorail" means that certain transit guideway system, known as the "MetroRail Red Line" transportation system constructed or to be constructed in the County of Los Angeles, California.

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

1.39 PLR. "PLR" means Pasadena Light Rail.

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

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

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

1.43 PLR Common Area Equipment. "PLR Common Area Equipment" means, collectively, signage and visual aids, security cameras, communications and computer systems, safety equipment, information booths, passenger ticket sales machines and other removable equipment, facilities and improvements owned by MTA and constructed, installed, operated and/or maintained within the Common Area pursuant to this Agreement. The locations and operations of Common Area Equipment are subject to the reasonable approval of and reasonable restrictions by Catellus under Section 8 of this Agreement, and by other Rail Operators with preexisting Common Area Equipment through the Joint Management Committee. The PLR Common Area Equipment includes, without limitation, any removable PLR improvements located in the Common Area. The anticipated PLR Common Area Equipment is generally described in Exhibit F-1 hereto. MTA shall inform Catellus of any changes in the PLR Common Area Equipment.

1.44 PLR Exclusive Area Equipment. "PLR Exclusive Area Equipment" means, collectively, equipment and fixtures owned by MTA and constructed, installed, operated and/or maintained within the Exclusive Area. The anticipated PLR Exclusive Area Equipment is generally described in Exhibit F-2 hereto. MTA shall inform Catellus of any changes in the PLR Exclusive Area Equipment.

1.45 PLR/Metrolink Share of Common Area Expenses. The "PLR/Metrolink Share of Common Area Expenses" shall be in accordance with Section 2.5.

1.46 Public Information Facilities. "Public Information Facilities" means a public address system, train information display boards, video monitors, information kiosks and facilities and other communications facilities that may be operated by MTA within Union Station, for the purpose of informing the public regarding Transit Services and for such other purposes as are permitted under this Agreement. Catellus must approve all locations in the Common Area for Public Information Facilities, and must approve the design of signage in the Common Area, as provided under Section 2.8 of this Agreement, which approval shall not be unreasonably withheld. Public Information Facilities include any signage that is PLR Common Area Equipment as set forth in Exhibit F-1 hereto.

1.47 Rail Operator. "Rail Operator" means any entity that, on or after the date of this Agreement, conducts passenger railroad operations within all or any portion of Union Station. As of the Effective Date, Amtrak and SCRRA are the only Rail Operators. MTA shall be a Rail Operator from and after the Effective Date.

1.48 RCC. "RCC" means the Rail Construction Corporation of the MTA.

1.49 RTD. "RTD" means the former Southern California Rapid Transit District, which is now merged into MTA.

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

1.51 RTD Development Agreement. "RTD Development Agreement" means that certain Amended and Restated Development Agreement between Catellus and MTA of even date herewith, and any amendments, extensions, restatements or renewals thereof. MTA is the successor in interest to RTD.

1.52 RTD Public Transit Use Agreement. "RTD Public Transit Use Agreement" means that certain Public Transit Use Agreement between Catellus and RTD dated as of June 30, 1992, and any amendments, extensions, restatements or renewals thereof. MTA is the successor in interest to RTD.

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

1.54 RTD Tunnel Access Easement Agreement. "RTD Tunnel Access Easement Agreement" means that certain Tunnel Access Easement Agreement between Catellus and RTD dated as of June 30, 1992, and any amendments, extensions or renewals thereof. MTA is the successor in interest to RTD.

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

1.56 Temporary Road. "Temporary Road" means that certain temporary access road providing for ingress to and egress from the Metrolink Temporary Plaza and construction access to the License Area identified in Exhibit G-1.

1.57 Traction Power Substation. "Traction Power Substation" means that certain transmission power system facility to be located as shown on Exhibit G-1.

1.58 Traction Power Substation Area. "Traction Power Substation Area" means that certain area constituting a portion of the Exclusive Area upon which MTA plans to locate its Traction Power Substation as shown on Exhibit G-1.

1.59 Train Yard. "Train Yard" means the portion of Union Station which is specifically identified in Exhibit G-1 hereto. The Train Yard includes the tracks and the passenger platforms along and between the tracks in the Train Yard, with the exception of the Exclusive Area. The Train Yard does not include the portions of Union Station designated as the "Exclusive Building Area" or the "Exclusive Site Area" in the Amtrak Lease. The Joint Management Committee shall verify the boundaries of the Train Yard from time to time. In the event of any change in the boundaries of the Train Yard, this Agreement shall be amended by addition of a new exhibit to reflect such change.

1.60 Transit Services. "Transit Services" means the operation by MTA of PLR light rail trains and ancillary services provided by MTA in connection therewith.

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

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

1.63 Year. "Year" means the period of time from the Effective Date through December 31, 1994, and thereafter, each succeeding year commencing January 1 and ending the following December 31.

2. Grant of Easements, and Construction License and Right of Entry.

Catellus hereby grants to MTA, the Exclusive Area Easement described in Section 2.1, the Common Area Easement described in Section 2.2, and the Construction License and Right of Entry described in Section 2.3 subject to the terms, conditions, provisions and reservations of this Agreement.

2.1 Exclusive Area Easement. Catellus hereby grants to MTA, subject to the rights, reservations, conditions and restrictions herein set forth, including without limitation, Section 2.1.4 below, the Exclusive Area Easement over, upon and across the Exclusive Area for the limited purposes of:

2.1.1 the operation of the Pasadena Light Rail,

2.1.2 the construction, operation, maintenance and replacement in-kind of the PLR including the PLR Exclusive Area Equipment, and subject to Catellus' review and approval of plans in accordance with Section 8 and the construction requirements set forth therein, the installation, construction and reconstruction thereof; and

2.1.3 the exercise of the rights of MTA under Section 2.8 with respect to Public Information Facilities and Section 2.9 with respect to signs.

2.1.4 The Exclusive Area is created in part from Platform 1 and the tracks adjacent thereto which were previously part of the Train Yard. Accordingly, utility easements and similar services for other tracks in the Train Yard exist within the Exclusive Area, and MTA takes the Exclusive Area Easement subject to such easements and services.

2.1.5 Catellus shall coordinate with MTA for installation of a Traction Power Substation, backup DC power and related facilities in the Traction Power Substation Area and other portions of the Exclusive Area at MTA's sole cost and expense.

(a) The Traction Power Substation Area is as of the Effective Date leased by Catellus to Amtrak, and will be made available to MTA as Exclusive Area upon the payment by MTA to Catellus of compensation in the amount of \$167,000 and the relocation of Amtrak, at MTA's sole cost and expense to the area shown on Exhibit I which shall be provided by Catellus at no additional cost to MTA. Amtrak has provided its conditional approval to such relocation, as set forth in Exhibit I hereto. With respect to such relocation, Catellus shall use best efforts to cause such relocation to occur, including obtaining additional approvals from Amtrak for such relocation and a release by Amtrak from the Amtrak Lease of Amtrak's right, title and interest in the Traction Power Substation Area and improvements thereon. The first \$83,500 of compensation for the Traction Power Substation Area shall be paid in advance by MTA no less than 30 days following the execution date of this Agreement, and the second \$83,500 shall be paid no more than 30 days following the vacation by Amtrak of the Traction Power Substation Area. In the event that Amtrak refuses to relocate from the Traction Power Substation Area, the parties shall meet and confer to identify a mutually acceptable location, and Catellus shall credit to MTA all sums paid by MTA pursuant to this Section 2.1.5 (a).

(b) The parties acknowledge that, at the request of RCC, Catellus has arranged for the construction of certain facilities for the Traction Power Substation as described on Exhibit M hereto. RCC hereby agrees to pay Catellus for such work in

the amount of \$234,705: RCC hereby acknowledges and agrees that (i) all such work has been completed to the satisfaction of RCC and in compliance with all applicable laws, regulations, ordinances and construction documents, and (ii) Catellus shall have no responsibility for the quality, effectiveness or fitness of such work. Such payment shall be made within 30 days following the Effective Date. RCC and MTA hereby release Catellus from any claims arising out of the construction and operation of such work. In addition, RCC hereby agrees to indemnify, protect and defend Catellus from and against claims, damages, losses, judgments and costs arising out of or related in any way to the construction and operation of such work including, without limitation, claims for personal injuries or death or damages to real or personal property.

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

2.2.1 pedestrian ingress and egress to and from the Exclusive Area, including access to Platform 1 through Union Station facilities and through all Common Areas;

2.2.2 the construction, operation, maintenance and replacement in kind of PLR Common Area Equipment, and subject to Catellus' review and approval of plans in accordance with Section 8 and the construction requirements set forth therein, the installation, construction and reconstruction thereof; and

2.2.3 the exercise of the rights of MTA under Section 2.6 with respect to vehicular access, Section 2.7 with respect to parking, Section 2.8 with respect to Public Information Facilities, and Section 2.9 with respect to signs.

2.3 Construction License and Right of Entry. Catellus hereby grants to MTA, subject to the terms, conditions, provisions and reservations set forth in this Agreement, including without limitation Section 8.1 below, the non-exclusive temporary right to access and utilize for construction the License Area for the limited purpose of constructing the PLR and all related improvements approved by Catellus in accordance with this Agreement; and

2.3.1 in accordance with Section 2.3.3, non-exclusive use of the Temporary Road and Metrolink Temporary Plaza for construction access during the term of the License.

2.3.2 MTA's construction vehicles, including heavy construction vehicles, shall utilize the Macy Street entrance and shall follow the route designated on Exhibit G hereto. Such access shall not be exclusive and shall not block the Temporary Road. All other vehicles (including types of vehicles and the companies which operate vehicles) which currently utilize or are granted access by Catellus to the Temporary Road shall have access to such Temporary Road at any time.

2.3.3 MTA acknowledges that Catellus is obligated to permit Metrolink's unrestricted use of the Metrolink Temporary Plaza, and that without Metrolink's consent no interference by MTA with use of the Metrolink Temporary Plaza under the Construction License and Right of Entry or otherwise is permitted under this Agreement. Any agreement for such interference or restrictions on use of the Metrolink Temporary Plaza must be obtained by MTA from Metrolink in writing, and Catellus shall receive a copy of any such agreement immediately upon the signature thereof.

2.4 Term of Easements. The Easements granted herein shall be permanent except as otherwise provided in this Agreement.

2.5 Payment of Common Area Expenses. PLR's share of the Common Area Expenses is to be paid together with Metrolink's share of the Common Area Expenses, and shall be jointly known as the PLR/Metrolink Share of Common Area Expenses. The PLR/Metrolink Share of Common Area Expenses shall be allocated and paid as provided in the Metrolink Amendment, attached as Exhibit J.

With respect to the Metrolink Amendment attached as Exhibit J, MTA and Catellus hereby agree that the following described "Incorporated Sections" thereof are incorporated into this Agreement by this reference as though fully set forth herein, and shall be subject to the modifications described herein. The incorporated sections of the Metrolink Amendment as hereinafter amended (hereinafter collectively referred to as the "Incorporated Sections") are as follows:

- (i) the second and fourth sentences of Section 3;
- (ii) Sections 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6;
- (iii) Section 4 (including Sections 4, 4.1 and 4.2);
- (iv) Section 5 (including Sections 5, 5.1, 5.2, 5.3 and 5.4);
- (v) Section 6 (including Sections 6, 6.1, 6.2 and 6.3);
- (vi) Section 7 (including Sections 7.1 and 7.2), and
- (vii) Section 8.

For purposes of this Agreement, the use of the term "party" in the Incorporated Sections shall be interpreted to include MTA, and the term "Agreement" shall be deemed to refer to this Agreement, to the effect that Catellus and MTA shall be deemed to have directly entered into the Incorporated Sections together and each right and obligation therein shall be fully enforceable by each and against the other.

For purposes of this Agreement, the use of the term "Metrolink" shall, with respect to the Incorporated Sections specifically set forth below only, be interpreted to read "MTA", to the effect that Catellus and MTA shall be deemed to have directly entered into the Incorporated Sections specified below together and each right and obligation therein shall be fully enforceable by each and against the other.

- (i) Section 4 (including Sections 4, 4.1 and 4.2);
- (ii) Sections 5.1, 5.2 and 5.4;
- (iii) Sections 6 and 6.3 (but not Sections 6.1 and 6.2); and
- (iv) Section 8.

In addition, MTA is hereby declared by Catellus to be a third party beneficiary to the Metrolink Amendment and to have all rights granted to Metrolink (or to Metrolink as a "party") by the Metrolink Amendment.

2.6 Vehicular Access. Catellus hereby grants, and shall provide, to MTA and its Permittees non-exclusive vehicular access to pick-up or drop-off persons using Union Station. Such access shall be the same non-exclusive access that Catellus has granted or subsequently grants to any other Station User. Catellus reserves the right to enforce controls, as necessary in Catellus' sole discretion, regarding loading and unloading so as to maintain open circulation at all times. In addition, Catellus shall cooperate with MTA or any other agency or agencies designated by MTA to coordinate providing convenient bus and/or van service to persons using Union Station.

2.7 Parking. Catellus shall permit MTA's Permittees to use, to the extent available, any public parking spaces at Union Station that are not exclusively reserved for any Station User. To the extent that any public parking spaces are provided by Catellus at Union Station, such public parking shall be provided at rates which are commercially reasonable and which do not discriminate against MTA's Permittees.

2.8 Public Information Facilities. Subject to any approval of Amtrak required under the Amtrak Lease, MTA may use the Public Information Facilities in common with any other Station User which has a right to use the Public Information Facilities. MTA shall coordinate use of Public Information Facilities with other Station Users, subject to reasonable rules and regulations imposed by Amtrak to the extent it operates the Public Information Facilities and reasonable restrictions on zones of usage imposed by Catellus.

2.9 Signs. All Station Users shall endeavor to develop a set of signage and graphic standards for Union Station, which takes into account Union Station's unique historical character and applicable historic preservation requirements. Each Station User, including without limitation Catellus, Metrolink, MTA and Amtrak, shall be represented on a signage coordination subcommittee of the Joint Management Committee, and the reviewers

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of the standards developed by such subcommittee may include Catellus' and MTA's respective signage consultants. Subject to such standards and compliance by MTA with the provisions of Section 2.10, MTA may place within Union Station and at the entrances thereof signs and other advertising displays related solely to MTA's Transit Services.

2.10 Limitations on the Easements and Rights of MTA.

2.10.1 MTA's rights to conduct Transit Services and MTA's rights with respect to the Common Area Easement and other rights in and to Union Station, shall be subject to all existing rights and rights-of-way, encumbrances, easements, covenants, conditions and restrictions of record, and to all existing leases and contracts affecting the Train Yard (the "Encumbrances"). To the best of Catellus' knowledge and belief, the following are the only Encumbrances:

- (a) the Amtrak Lease (only that Lease dated as of January 1, 1991 and Amendment dated as of June 1, 1992);
- (b) the Amtrak/SCRRA Agreement (only that Agreement dated as of June 1, 1992 as amended by that certain Side Letter dated November 1, 1993 from David Solow (Deputy Executive Director, Metrolink) to James Larson (Assistant Vice President - Operations Planning, Amtrak) and executed by Metrolink and Amtrak);
- (c) any rights of Amtrak pursuant to any provision of law or act of Congress;
- (d) the AT&SF Easement (only that Easement dated December 21, 1990, and that Amendment dated May 31, 1992, and that Assignment by AT&SF to the Los Angeles County Transportation Authority by Assignment, Assumption and Indemnification Agreement dated as of December 10, 1992 and recorded in the Official Records of Los Angeles County on December 13, 1992 as Instrument No. 92-2355371);
- (e) the RTD/Amtrak Agreement (only that dated as of June 24, 1988);
- (f) the RTD Right of Entry and Permanent Easement Agreement (only that dated as of November 3, 1987);
- (g) the RTD Development Agreement;
- (h) the RTD Tunnel Access Easement Agreement (only that dated as of June 30, 1992);

- (i) the RTD Public Transit Use Agreement (only that dated as of June 30, 1992, and the Amendment dated of even date herewith);
- (j) the Metrolink Construction Agreement (only that dated as of August 28, 1992);
- (k) the Metrolink Easement Agreement, the Metrolink Amendment and that certain Amendment No. 2 to the Metrolink Easement Agreement dated of even date herewith;
- (l) the License Agreement by and between Catellus and GM&O Railroad Corporation, dated June 1, 1993;
- (m) the Subordination, Nondisturbance and Attornment Agreement among Catellus, Amtrak, and Security Pacific National Bank, dated November 15, 1991; and
- (n) the Tenant Estoppel by Amtrak and Catellus in favor of Security Pacific National Bank, dated November 15, 1991.

Catellus has delivered to MTA true and accurate copies of the above agreements evidencing such existing rights and the rights-of-way, encumbrances, easements, covenants, conditions and restrictions, leases and contracts. Catellus shall use its best efforts to modify any agreement, including the Amtrak Lease which conflicts with the rights of PLR in the Exclusive Area, to the extent Catellus is aware of such conflict or PLR brings such conflict to the attention of Catellus. Catellus shall not enter into any amendment, extension, or renewal of any such agreement, and shall not enter into any new agreement, which conflicts with the rights of PLR in the Exclusive Area.

MTA expressly acknowledges that despite its best efforts, Catellus may be unable to amend the Amtrak Lease. In that event, the rights of the PLR in the Exclusive Area are subject to such lease and furthermore, Catellus will have the right to amend, extend or renew the Amtrak Lease, provided that such amendment, extension or renewal shall not increase the extent or nature of the conflict with the Exclusive Area beyond that which exists as of the Effective Date.

2.10.2 Catellus and its lessees and licensees shall have the exclusive right to provide in Union Station all retail services and similar revenue-producing services that are carried on entirely within Union Station or contracted for or purchased within Union Station and that are not directly related to Transit Services, and to receive all revenues generated by its provision of such services except as expressly provided in the RTD Development Agreement with respect to the Main Concourse, or other contract between Catellus and a Station User; provided, however, that Catellus shall not construct, operate or permit retail or other commercial facilities in Union Station which will result in an

Impairment. Nothing in this section shall prevent or preclude MTA from (i) providing retail and revenue-producing services aboard PLR's trains, (ii) retaining all revenues derived from the operation of and services provided upon PLR's trains (including both scheduled and unscheduled trains), and (iii) subject to Catellus' approval, which shall not be unreasonably withheld, conducting within Union Station activities and advertising designed solely to promote use of Transit Services.

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

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

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

2.10.6 MTA does not intend to store any rail cars overnight at Union Station. Catellus recognizes that PLR may test cars at night.

3. Relocation of and Changes in Easement Areas.

The provisions of this Section 3 govern the relocation of and changes in Easement areas caused by Catellus. In addition, Catellus has certain rights to construct improvements over the Train Yard and Exclusive Area, as set forth in Section 4, including the obligations set forth in Section 4.3 and MTA may, as set forth in Section 8, subject to the approval of Catellus as set forth therein, make certain alterations and improvements to Union Station.

3.1 MTA's Use of Platform and Track. MTA shall have available, for its Transit Services, the Exclusive Area as shown on Exhibit D and Exhibit G-1. MTA acknowledges that Catellus has reserved the right to truncate the Train Yard, but that such truncation shall not affect the Exclusive Area, unless otherwise agreed by MTA in its sole discretion.

3.2 Further Modification of Train Yard for Transit Concourse. Catellus is analyzing the desirability and effect of a proposed further relocation, shortening or modification of the tracks and other rail facilities at the south end of the Train Yard and Exclusive Area (after giving effect to the truncation described in Section 3.1), in order to accommodate the planned development of a transit concourse at Union Station. Engineering issues remain to be resolved in connection with this new concourse and the future Downtown Connector, which the parties agree to address in good faith. In no event shall Catellus reduce the Train Yard and Exclusive Area or relocate MTA's facilities and operations within the Train Yard and Exclusive Area pursuant to this Section 3.2 if the result of such reduction or relocation is an Impairment, or causes MTA or Union Station to fail to be in compliance with all applicable law and ordinances, subject to the provisions of Section 7.2, or restricts MTA's ability to construct or operate the Downtown Connector in the area shown on Exhibit D or is such that MTA will not have available for its use, within the Train Yard and Exclusive Area, at least Platform 1 and the tracks adjacent to such platform, and the Traction Power Substation.

3.3 Further Modification of Exclusive Area for Second Passenger Tunnel. Catellus has notified MTA and Metrolink that the existing Tunnel Common Area has limited capacity, and may not be able to accommodate all passengers from Metrorail, Metrolink, Amtrak and PLR at peak periods. Accordingly, MTA has agreed to analyze this issue together with Catellus and other Rail Operators. MTA shall provide, in its initial construction, an alcove and knockout panel which will allow construction of a future second passenger tunnel to the north of the current tunnel. Should the analysis indicate that the additional passenger tunnel is necessary, MTA shall incorporate this project into the next program cycle of funding consideration and call for projects. Such tunnel shall be constructed, if at all, without an Impairment to the existing tunnel and without expense to Catellus.

3.4 Modification to the Common Area. Notwithstanding any provision of this Agreement, but subject to the limitations provided in Section 8 of the Metrolink Amendment (which is one of the Incorporated Sections), Catellus shall be entitled to make reasonable changes in, and reconfigurations of, the Common Area without the consent of MTA provided such changes and reconfigurations do not result in an Impairment, and provided, further, that such changes and reconfigurations do not cause MTA or Union Station to fail to be in compliance with all applicable laws and ordinances, subject to the provisions of Section 7.2. To the extent that the PLR/Metrolink Share of Common Area Expenses is calculated based on the amount of Common Area available to or used by MTA, any reduction, increase, redesignation or relocation of the amount of Common Area available to or used by MTA shall be taken into consideration, and appropriate adjustments made, when computing the PLR/Metrolink Share of Common Area Expenses.

3.5 Modification to the Exclusive Area. Catellus shall not make any changes in the Exclusive Area without MTA's prior written consent pursuant to Section 4.3. Such changes and reconfigurations shall not cause an Impairment or cause MTA or Union Station

to fail to be in compliance with all applicable laws and ordinances, subject to the provisions of Section 7.1 and 7.2. Any reduction, increase, redesignation or relocation of the amount of Exclusive Area available to or used by MTA pursuant to this Section 3.5 shall be taken into consideration, and appropriate adjustments made, when computing Exclusive Area Expenses.

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

4. Development by Catellus Over the Train Yard and Exclusive Area

4.1 Reserved Rights of Catellus. Catellus intends to develop Union Station as a regional transportation and mixed-use development center. Catellus' development plans may include future building construction on a structural deck above the Train Yard and Exclusive Area requiring the installation of columns, footings, utility systems, foundations and other structures within and under the Train Yard and Exclusive Area. In developing its plans and carrying out such construction, Catellus shall take every reasonable measure to avoid delays in train movement or interference with MTA's train operations or passenger flow, including MTA's ability to operate all then-scheduled passenger trains. In light of the foregoing, it is the intent of the parties to allow Catellus uninhibited rights not inconsistent with this Agreement to develop Union Station, so long as that development does not result in an Impairment. Any relocation necessitated thereby should be at the sole cost and expense of Catellus and any additional area needed by PLR for such relocation shall be granted by Catellus at no additional cost to MTA. Without limitation upon the foregoing, Catellus reserves for itself and its successors and assigns the rights to:

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

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

4.1.3 place, construct, maintain and relocate utility lines, support columns, pedestrian undercrossings and overcrossings, foundations, and any other structures or improvements whatsoever, or for any other purpose, upon, over or under the Train Yard and the Exclusive Area, provided that any such activities will not encroach upon the minimum clearances set forth in Section 4.2; and

4.1.4 close pedestrian traffic routes and redirect, temporarily or permanently, pedestrian circulation routes within Union Station, including, but not limited to, within the Common Area, as Catellus, in its reasonable discretion, deems necessary or desirable in

order to accommodate the needs of all Station Users and the current and future development of Union Station, provided that no such closure of pedestrian traffic routes or redirection of pedestrian circulation shall violate the terms of Section 3.4 of this Agreement or Section 8 of the Metrolink Amendment (which is an Incorporated Section herein) or result in an Impairment, and provided, further, that such closure or redirection shall not cause MTA or Union Station to fail to be in compliance with all applicable laws and ordinances, subject to the provisions of Section 7.1 and 7.2.

4.2 Vertical and Other Clearances.

The following restrictions shall apply to development by Catellus within the Exclusive Area and the Train Yard:

4.2.1 If Catellus designs or constructs any improvements within the Train Yard and Exclusive Area, Catellus shall maintain a vertical clearance over the Train Yard and Exclusive Area to the bottom of such improvements sufficient to allow for the operation of overhead electrification wires and appurtenant facilities for PLR service. Such vertical clearance from the northern PLR platform edge to the southern edge of the Exclusive Area Easement is 27 feet above the top of the highest rail adjacent to Platform 1, and from the northern edge of the PLR platform northerly is 30 feet above the top of such rail. It is understood and agreed that the exact vertical clearance to be maintained shall be reduced or increased by mutual agreement of Catellus and MTA, and if the parties determine that the PLR requires less than the above-referenced vertical clearance, then Catellus shall have the right to use the air space above either the height set forth herein, or with the agreement of MTA, the actual height of the installed PLR improvements. Notwithstanding the foregoing, Catellus shall not be required to maintain a vertical clearance greater than that stated above. This Agreement shall be later amended by the addition of an Exhibit based on as-built drawings to provide a record of the exact vertical clearance for the PLR envelope.

4.2.2 Such development, including the placement of column and walls, shall also maintain a minimum horizontal clearance of 8'-0" from the centerline of any tangent PLR track. If under the requirements of the California Public Utilities Commission the Exclusive Area is defined as an "exclusive right-of-way," the above-stated horizontal clearance may be reduced to 6'-0", if such reduction is in compliance with PUC requirements. The future placement on Platform 1 of columns for Catellus development shall be permitted except as limited by fire, life/safety and other legal requirements, and design criteria to be agreed upon by Catellus and MTA. Such criteria for placement of future columns shall be developed by PLR and Catellus to their mutual satisfaction within 90 days of the Effective Date.

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

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

4.3 Notice. At such time or times as Catellus intends to exercise any of the rights set forth in Section 3 or this Section 4 within the Train Yard and/or the Exclusive Area, Catellus shall give written notice to MTA describing in reasonable detail the intended action or activity, including, as completed, each stage of Plans developed therefor (i.e., concept drawings, schematic design drawings, design development documents and construction documents) in order that MTA may make a determination as to whether such activities or Plans will encroach on minimum clearances or otherwise cause an Impairment. MTA shall have the right to review and approve such Plans, subject to the following terms. MTA shall have 45 days after receipt of any such notice in which to object to Catellus' intended Plans where the following is true:

- (a) the Plans have not previously been submitted to MTA;
- (b) the Plans are a subsequent stage of design document (i.e., design development documents submitted following prior submittal and approval by MTA of the schematic design documents submitted by Catellus or construction documents submitted following prior submittal and approval by MTA of design development documents); or
- (c) the Plans as submitted are not a logical progression from previously approved Plans for the same area.

MTA shall have 15 days after receipt of any such notice in which to object to Catellus' Plans where such stage of the Plans have previously been submitted to and approved by MTA, but are subject to minor modifications or amendments which are logical progressions from previously approved Plans.

At the time of submittal to MTA, Catellus shall notify MTA in writing of the time period for review which it believes is applicable to the submitted Plans. The time period specified by Catellus shall apply unless MTA provides written notice to Catellus, within five days of MTA's receipt of the Plans, of MTA's determination that the time period provided is incorrect pursuant to the terms of this Section. In the event of a dispute, the longer time period shall govern, unless otherwise agreed by the parties.

MTA agrees that where full information has been provided on a prior Plan and has been approved by MTA, MTA shall review subsequent Plans for the same area to ascertain that the subsequent Plan is a logical progression of and not a material departure from previously approved Plans for the same area.

Any objections which MTA may have to Catellus' intended action or to the Plans shall be communicated to Catellus in writing stating the reasons therefor with reasonable

detail, and Catellus and MTA agree to meet, confer and negotiate in good faith to resolve any objections to the Plans or activities raised by MTA. Failure by MTA to respond to Catellus' notice within the applicable time period from receipt thereof shall be deemed approval of the submitted Plans. Such approval shall not release Catellus from the requirement of submitting later stages of design drawings or amendments or modifications to MTA. MTA shall not charge Catellus for the cost of the review specified herein.

Any relocation of any tracks, facilities or other improvements, including without limitation, the PLR Exclusive Area Equipment, pursuant to this Section 4 shall be at Catellus' sole cost and expense.

4.4 Ventilation. Development above the Train Yard and Exclusive Area shall provide adequate clearance above the tracks and necessary ventilation for the Train Yard and Exclusive Area. MTA shall conduct its operations, as much as reasonably possible, to minimize the heat and exhaust, if any, produced by the PLR's trains in the portion of the Train Yard and Exclusive Area beneath the structural deck. The cost of purchasing, installing and operating such ventilation shall not be paid by MTA as an Exclusive Area Expense or otherwise.

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

5. Consultation between Catellus and MTA.

5.1 Consultation. Catellus agrees to consult with MTA from time to time concerning the planning of (i) any development within Union Station which is reasonably anticipated to affect MTA's operations and (ii) the installation of any rail improvements, or other public transportation facilities, within Union Station. MTA agrees to consult with and furnish information to Catellus concerning its anticipated requirements in order to assist Catellus in the planning of the construction or other preparation by Catellus of alternate or temporary facilities for MTA.

5.2 Joint Management Committee. All consultations between MTA and Catellus under this Agreement, including without limitation all consultations pursuant to Sections 2.9, 3.3, 5.1 and 6.2.1, may be coordinated through the Joint Management Committee. The Joint Management Committee shall meet from time to time, but no less frequently than once each calendar quarter, commencing within 60 days after the Effective Date, to review the Expenses incurred and expected to be incurred and any matters affecting the Rail Operators

or operation at Union Station, and shall, to the maximum extent possible not inconsistent with this Agreement, attempt to resolve such matters to the mutual agreement of all Station Users. The Joint Management Committee will also review with Catellus issues that arise with respect to the management and operation of Union Station. Each member of the Joint Management Committee shall share with each other member of the Joint Management Committee, upon request, all relevant information in its possession regarding any matter being considered by the Joint Management Committee. Catellus and MTA may also consult on matters affecting MTA's operations at Union Station outside the Joint Management Committee.

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

6. Costs and Taxes

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

6.2 Budgets; Estimate Statement; Payment of Expenses.

6.2.1 Catellus and MTA shall consult in good faith at least once each calendar quarter regarding the budget for Union Station, and Catellus shall give MTA at each such meeting appropriate supporting documentation for the Exclusive Area Expenses and Common Area Expenses reasonably anticipated to be incurred. Such documentation for the Common Area Expenses shall include a map or drawing depicting the Common Area and a statement of total square footage of the Common Area. The parties shall also meet with each other in good faith, and exchange all relevant information, if either party reasonably foresees that Exclusive Area Expenses or Common Area Expenses will materially increase over their current levels, or if either party reasonably believes that any additional maintenance should be performed at, or any additional capital improvement should be made to, Union Station

(provided that no such meeting shall obligate any Station User to pay for any such additional maintenance or capital improvement). Amtrak, MTA, Metrolink and all other significant Station Users shall be invited to attend all such meetings.

6.2.2 On or before November 1 of each Year, Catellus shall deliver to MTA a detailed written estimate of the Exclusive Area Expenses and the PLR/Metrolink Share of Common Area Expenses for the following Year. Catellus shall deliver to MTA appropriate supporting documentation for the calculations made by Catellus, which shall be in accordance with the standards attached hereto as **Exhibit L**. Any such information delivered by Catellus may contain or be based in good faith upon information, reports and studies delivered to Catellus by Rail Operators from time to time.

6.2.3 The estimate statement to be delivered by Catellus to MTA shall identify separately the Exclusive Area Expenses and the Common Area Expenses anticipated to be incurred for each of the Exterior Common Area, the Interior Common Area and the Tunnel Common Area. For the Exclusive Area Expenses and each category of Common Area Expenses, the estimate statement shall set forth the expenses anticipated to be incurred in reasonable detail (e.g., landscaping, street sweeping, trash removal, security and other Common Area Expenses for the Exterior Common Area shall be separately listed in the statement of Common Area Expenses for the Exterior Common Area).

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

6.2.5 Catellus shall be paid by MTA in cash and without deduction or setoff, on or before the first (1st) day of each calendar month during the Year commencing on the January 1 following each November 1 estimate, an amount equal to one-twelfth (1/12th) of the estimated Exclusive Area Expenses. Catellus shall also be paid by MTA and Metrolink in accordance with the Incorporated Sections of **Exhibit J**, in cash and without deduction or setoff, on such dates an amount equal to one-twelfth (1/12) of the estimated PLR/Metrolink Share of Common Area Expenses. In the event MTA reasonably objects to the amount of any such payment required by Catellus, including any objection that such Expenses are not in compliance with the standards set forth in **Exhibit L**, the entire amount thereof shall nevertheless be paid to Catellus with a written indication of the amount thereof that is being paid by MTA under protest. As more particularly set forth in **Section 6.4** and in **Exhibit J**, if any amount is paid by MTA under protest, MTA shall thereafter conduct an audit of Catellus' books and records, and if such audit discloses that all or any portion of such amount paid by MTA under protest was unreasonably charged by Catellus to MTA, Catellus shall credit to MTA, against the next succeeding payment(s) of Expenses due from MTA under this Agreement, the amount unreasonably charged together with interest thereon from the date of payment to the date of credit at the legal rate of interest.

6.3 Reconciliation Statement. As soon as reasonably practicable, Catellus shall deliver to MTA a written reconciliation setting forth the actual Expenses paid or incurred by Catellus during the previous Year. If the actual PLR/Metrolink Share of Common Area Expenses is less than the estimated PLR/Metrolink Share of Common Area Expenses for such Year, then such amount shall be credited against the next payment(s) of Common Area Expenses due. If the actual Exclusive Area Expenses are less than the estimated Exclusive Area Expenses for such Year, then such amount shall be credited against the next payment(s) of estimated Exclusive Area Expenses due to be paid. If the actual Exclusive Area Expenses are greater than the estimated Exclusive Area Expenses or the actual PLR/Metrolink Share of Common Area Expenses are greater than the estimated PLR/Metrolink Share of Common Area Expenses for such Year, then Catellus shall be paid, in cash and without deduction or setoff, the full amount of such difference within 45 days of MTA's receipt of the written reconciliation. Any reconciliation of Expenses shall also include a reconciliation of any administrative, management and contingency fees, and any required contribution to any reserve or replacement fund, calculated on the basis of or as a percentage of Expenses or any category of Expenses.

6.4 Audit and Objection Rights.

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

6.4.2 If, following its receipt of any November 1 estimate statement, MTA reasonably objects to Catellus' calculation of the Exclusive Area Expenses or the PLR/Metrolink Share of Common Area Expenses, or to the amount of Exclusive Area Expenses or Common Area Expenses estimated by Catellus, MTA shall so notify Catellus in writing within 30 days after MTA's receipt of such statement. All required monthly payments shall be paid when due as set forth in the estimate statement, with a written indication of the amount thereof that MTA reasonably believes it should not be charged for Exclusive Area or PLR/Metrolink Share of Common Area Expenses and shall indicate that such amount is being paid under protest. If MTA reasonably objects to any estimate statement delivered by Catellus or pays any amount under protest, MTA shall thereafter use its best efforts to cause an independent auditor to conduct an audit of Catellus' books and records pursuant to this Section 6.4 during such 30 day period or as soon thereafter as reasonably possible. If such audit shows that Catellus has unreasonably stated the Exclusive Area Expenses or the PLR/Metrolink Share of Common Area Expenses for the Year

commencing on the January 1 following the November 1 estimate, or the amount of the Common Area Expenses or Exclusive Area Expenses reasonably anticipated to be incurred for such following Year, an appropriate adjustment shall be made to the PLR/Metrolink Share of Common Area Expenses, or to the amount of the Exclusive Area Expenses for such following Year, as applicable, and any overpayment shall be credited, together with interest thereon from the date of payment to the date of credit at the legal rate of interest, against the next payment(s) of estimated Expenses due.

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

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

6.7 Maximum Amounts Due. As further specified in Section 7.1 to the Metrolink Amendment attached as Exhibit J (which is an Incorporated Section hereunder) in no event shall the Common Area Expenses of PLR and Metrolink total more than the PLR/Metrolink Share of Common Area Expenses described therein.

7. Use

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

7.2 Americans With Disabilities Act. Union Station, as a unique historical structure, may be exempt from, and therefore may not comply with, some of the provisions of the Americans With Disabilities Act (42 U.S.C. §12101 et. seq.), and Catellus makes no

warranty with respect to Union Station's compliance with the Americans With Disabilities Act. Catellus shall not be required to make any additional alterations and reconfigurations to accommodate handicapped Permittees by virtue of this Agreement. Catellus acknowledges that MTA must be able to assure equal and non-discriminatory passage through Union Station for its handicapped Permittees, and that MTA may make such alterations and reconfigurations as necessary and at its expense, subject to the provisions of Section 8 of this Agreement.

7.3. Relations with Amtrak and Other Entities. MTA acknowledges that on the date of this Agreement Amtrak and SCRRRA conduct, and in the future Amtrak, SCRRRA and/or other Rail Operators will conduct, passenger railroad operations within Union Station, including the Train Yard. MTA and Catellus mutually covenant and agree that each will cooperate with all Rail Operators in order to assure the efficient and safe operation of railroad transportation services by all Rail Operators within Union Station.

8. Construction, Alterations and Relocations by MTA.

MTA's use of the Initial License Area and the Expanded License Area shall be in accordance with the following terms:

8.1 Construction License and Right of Entry by MTA.

8.1.1 MTA's access to the License Area shall be exclusive, with the exception that the following shall continue to have reasonable access through the License Area: access for the private business rail car area, postal vehicles, Amtrak baggage carts and other necessary Amtrak operations, Metrolink operations as necessary, Catellus security, emergency vehicles, and other uses as requested by Catellus, provided it obtains the approval of MTA, which shall not be unreasonably withheld. MTA acknowledges that, at all times during the term of the License, Catellus shall have the right in its sole discretion and following thirty (30) days prior written notice to MTA, to redesignate and relocate any portion of the License Area which is outside the Exclusive Area on a temporary or permanent basis. In such event, however, Catellus shall be responsible for any costs directly attributable to such relocation, including reasonable contractor delay costs, if any.

8.1.2 The Initial License Area as shown on Exhibit G is provided partially free of charge for the three (3) year term and partially for compensation from MTA to Catellus. The total fee for use of the Initial License Area for a term of three (3) years shall be \$160,000, and no refund shall be provided for a use of less than three years. MTA's rights to commence the term are set forth in Section 8.1.8. The fee for the Initial License Area shall be paid in full no less than sixty (60) days prior to commencing the term of the License.

8.1.3 Use of the Initial License Area or any portion thereof beyond the three (3) year term may be provided with the express written consent of Catellus, not to be unreasonably withheld. Similarly, any Expanded License Area which is requested may be

provided with the express written consent of Catellus. Such consent for Expanded License Area shall not be unreasonably withheld. If the requested area is unimproved (i.e., no improvements other than parking lots) and not in use or committed to another user (including Catellus) in a manner which would preclude MTA's use, Catellus shall grant its consent.

8.1.4 Catellus shall receive no less than sixty (60) days prior written notice from MTA of any requested extension or expansion, the term thereof and the License Area to be utilized during such extension or expansion. Any extension of the use of the Initial License Area, or any additional square footage provided as Expanded License Area, shall be paid either in a lump sum advance for an agreed-upon term or on a month-to-month basis in advance, at the rate of \$0.35 per square foot of License Area per month.

8.1.5 Compensation not paid in advance shall be paid on the first day of each month, in advance, in lawful money of the United States, absolutely net, without deduction or offset, at the place at which written notices may be served on Catellus as provided herein, or at such other place as Catellus may from time to time specify for payment by prior written notice to the MTA. Compensation not paid by the first of the month shall be subject to a late charge based on the legal rate of interest. Compensation for partial months shall be prorated on a daily basis. Catellus shall receive no less than thirty (30) days prior written notice from MTA of the proposed termination date for use of the License Area, and shall pay compensation through such date unless such date is extended by mutual agreement due to continued possession by MTA of the License Area.

8.1.6 MTA has provided Catellus with concept drawings and specifications depicting track guideway, system facilities and station platform facilities. All concept plans approved by Catellus as of the Effective Date are listed in Exhibit H hereto. For such plans, Catellus' review should be in accordance with Section 8.4, except that Catellus' written approval or disapproval shall be issued within fifteen (15) days of receipt of such proposed plans rather than forty-five (45) days as provided in Section 8.4. For all other plans and proposed work, the review periods described in Section 8.4.1 shall apply.

8.1.7 MTA will make provision in the station design to accommodate the future track extension across the 101 freeway from Union Station, and design an aerial structure with sufficient vertical clearance to accommodate the proposed northerly upper level roadway and the existing business car track, all subject to the approval of Catellus in accordance with this Section 8.

8.1.8 MTA shall have the right to commence use of the Initial License Area at any time commencing within three (3) years of the Effective Date, upon provision of no less than sixty (60) days prior written notice to Catellus of such commencement, subject to MTA's compliance with obligations set forth in this Agreement, including without limitation Section 2.3.3 and Section 8.1.2 of this Agreement. This Construction License and Right of Entry shall be valid for three (3) years following its commencement, unless extended by mutual agreement of MTA and Catellus.

8.1.9 From time to time during MTA's construction activities Catellus shall have the right to a representative on site to:

- a. Review PLR plans
- b. Determine that MTA is in compliance with the applicable terms, and provisions and agreements hereof.
- c. Verify that the PLR improvements are constructed in accordance with the plans and specifications approved by Catellus.
- d. Serve as the interface between Catellus and PLR, its contractors, subcontractors and agents with respect to construction matters.
- e. Assist in devising solutions to construction problems, problems created by the infeasibility of improvement design or specified construction procedures.

Notwithstanding the participation of Catellus' representative with MTA in the resolution of construction problems and controversies or the approval of MTA's recommendations or actions, Catellus shall not assume any liability resulting from the implementation of said agreements, resolutions or approvals. Catellus shall not charge MTA for the cost of such representative.

8.1.10 Construction of the PLR is anticipated to block access for dome cars to the private business rail car area which is identified on Exhibit G-1, but to maintain access for all other private rail cars to such area, which is currently leased by Catellus. MTA shall reimburse Catellus for the amount of reduction in income to Catellus from such area as a result of PLR construction. If access is impaired only for dome cars, and dome cars are blocked for no more than 12 months, compensation to Catellus shall be the difference between the current rent of approximately \$8,000 per month less the reduced rent paid by the lessee of Catellus, GM&O Railroad or its successors or assigns, due to restricted rail car access. If any impairment of access in addition to blocking of dome cars is created by PLR construction, MTA shall additionally reimburse Catellus for any additional decrease in rent associated with that impairment. Catellus shall use best efforts to obtain for MTA a release and waiver of claims from such lessee of the private business rail car area from any liability for PLR construction impacts on such lessee's use of the area including loss of business. For any extension beyond 12 months, compensation to Catellus shall be increased by application of the Consumer Price Index to the \$8,000 per month amount referenced above, and Catellus shall use best efforts to obtain for the MTA a release and waiver of claims for the extension period.

8.1.11 The License Area shall be restored by MTA, upon completion of the construction of the PLR, to its preexisting condition, excepting reasonable wear and tear. Any area which was paved prior to use by MTA for construction of the PLR shall be

repaved, if such pavement was damaged during construction, to the reasonable satisfaction of Catellus.

8.2 Alterations to Union Station by MTA. Subject to Section 8.3, upon the expiration of the Construction License and Right of Entry, MTA shall not make, or suffer to be made, any alterations to Union Station or any part thereof, without the prior written consent of Catellus, which shall not be unreasonably withheld or delayed, provided that (i) the PLR Common Area Equipment shall at all times be the property of MTA and may be altered by MTA upon approval by Catellus so long as such alterations do not affect the structural integrity of Union Station or the use of the Train Yard or the Common Area, respectively, by other users thereof, (ii) any alterations to Union Station, and PLR Common Area Equipment, remaining upon the termination of this Agreement shall, at that time, become a part of the realty and belong to Catellus. Any such alterations shall be made in accordance with all applicable laws, permits, licenses and other governmental authorizations, rules, ordinances, orders, decrees and regulations. The parties agree that overhead electrical wires shall be removed upon termination of this Agreement, together with any other improvements, fixtures or equipment agreed by the parties.

8.3 Relocation of Exclusive Area Improvements by MTA. MTA shall not have the right to relocate any tracks or other rail facilities or improvements within the Exclusive Area, or construct any additional tracks or other rail facilities or improvements within the Exclusive Area, without the prior written approval of Catellus, which approval shall be given or withheld in accordance with Section 8.4. In giving or withholding its approval, Catellus shall consider, without limitation, the proposed location of the tracks or other rail facilities or improvements, that the quality and design of materials to be used is consistent with prior work, the effect such relocation or alteration will have upon existing or reasonably anticipated future operation of Transit Services in the Train Yard or upon the passage of Permittees through the Train Yard passenger platforms and the Tunnel Common Area and the effect such relocation or alteration will have upon Catellus' planned development of the air rights above the Train Yard and Exclusive Area, as more particularly set forth in Section 4. In the event that any tracks or other rail facilities or improvements within the Train Yard must be relocated in order to accommodate the needs or desires of MTA, such relocation shall be at the sole cost and expense of MTA and Catellus shall not be required to incur any expense in connection therewith. In the event that any tracks or other rail facilities or improvements within the Train Yard must be relocated in order to accommodate the needs or desires of Catellus or any other Rail Operator, such relocation shall be at the sole cost and expense of Catellus and/or such other Rail Operator, as applicable, and MTA shall not be required to incur any expense in connection therewith.

8.4 Approval by Catellus of MTA's Plans.

The Construction License and Right of Entry for initial construction of the PLR shall be as provided in Section 8.1 of this Agreement.

8.4.1 Notice. At such time or times as MTA intends to commence any construction work for which Catellus' permission is required under this Agreement, MTA shall give written notice to Catellus describing in reasonable detail the intended action or activity, including, as completed, each stage of Plans developed therefor (i.e., concept drawings, schematic design drawings, design development documents and construction documents). Except as otherwise set forth in Section 8.1.6, Catellus shall have the right to review and approve such Plans, subject to the following terms. Catellus shall have 45 days after receipt of any such notice in which to object to MTA's intended Plans where the following is true:

- (a) the Plans have not previously been submitted to Catellus;
- (b) the Plans are a subsequent stage of design document (i.e., design development documents submitted following prior submittal and approval by Catellus of the schematic design documents submitted by MTA or construction documents submitted following prior submittal and approval by Catellus of design development documents); or
- (c) the Plans as submitted are not a logical progression from previously approved Plans for the same area. Catellus shall have 15 days after receipt of any such notice in which to object to MTA's Plans where such stage of the Plans have previously been submitted to and approved by Catellus, but are subject to minor modifications or amendments which are logical progressions from previously approved Plans.

At the time of submittal to Catellus, MTA shall notify Catellus in writing of the time period for review which it believes is applicable to the submitted Plans. The time period specified by MTA shall apply unless Catellus provides written notice to MTA, within five days of Catellus' receipt of the Plans, of Catellus' determination that the time period provided is incorrect pursuant to the terms of this Section. In the event of a dispute, the longer time period shall govern, unless otherwise agreed by the Parties.

Catellus agrees that where full information has been provided on a prior Plan and has been approved by Catellus, Catellus shall review subsequent Plans for the same area to ascertain that the subsequent Plan is a logical progression of and not a material departure from previously approved Plans for the same area.

Any objections which Catellus may have to MTA's intended action or to the Plans shall be communicated to MTA in writing stating the reasons therefor with reasonable detail, and Catellus and MTA agree to meet, confer and negotiate in good faith to resolve any objections to the Plans or activities raised by Catellus. Failure by Catellus to respond to

MTA's notice within the applicable time period from receipt thereof shall be deemed approval of the submitted Plans. Such approval shall not release MTA from the requirement of submitting later stages of design drawings or amendments or modifications to Catellus. Catellus shall not charge MTA for the cost of the review specified herein.

Provided that there is no Event of Default under this Agreement pursuant to Section 17 hereof or if an MTA Event of Default has occurred, funds have been placed in escrow pursuant to Section 17.4.2, MTA shall be authorized to proceed with the construction of the alterations or relocation of improvements upon the receipt of Catellus' approval (or deemed approval) of the applicable Plans.

8.4.2 MTA recognizes that Catellus' review of Plans shall incorporate the principles that (a) MTA's right to access and utilize for construction portions of Union Station shall not have an adverse effect upon Catellus' development rights or operations at Union Station, including but not limited to Catellus' use and development of the air rights over and above, and the subterranean rights beneath, the Train Yard and Exclusive Area, as described in Section 4, or upon the operations of any other Station User and (b) there shall be no material interference by MTA with existing access routes used by the public or any Station User, including both vehicular and pedestrian paths.

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

8.5 Performance of Construction Work by MTA Under the Easements and the Construction License and Right of Entry.

8.5.1 MTA shall cooperate with Catellus, Metrolink and Amtrak in order to expedite the work and avoid interference with the operation of railway equipment in the Train Yard.

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

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

8.5.4 MTA shall not pile or store any materials, park or use equipment or construct any alterations or relocate any improvements which infringe upon railroad

clearances as imposed by the California Public Utilities Commission. Any proposed infringement on such clearances or walkways due to MTA's operations shall be submitted to Catellus and all affected Rail Operators, including Metrolink, and Amtrak and shall not be undertaken until approved by Catellus and such Rail Operators.

8.5.5 MTA shall be responsible for payment of all costs incurred for any damages to railroad roadbed, track and/or appurtenances thereto, resulting from use, occupancy or presence of its employees or agents on or about Union Station.

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

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

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

9. Maintenance and Repair.

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

10. Services to be Supplied by Catellus.

10.1 Temperature. Catellus shall provide heating and ventilation systems for the interior of Union Station, and MTA will abide by all reasonable regulations and requirements which Catellus may prescribe to permit the proper functioning and protection of such systems. The cost of heating and ventilating the Interior Common Area shall be a Common Area Expense. Catellus reserves the right upon reasonable notice to MTA (to the extent notice is practicable under the circumstances) to stop the heating and ventilation systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of Catellus, are desirable or necessary, until such repairs, alterations, replacements or improvements shall have been completed. Catellus agrees to make any necessary repairs, alterations, replacements or improvements to the heating and ventilation systems within a reasonable period of time, with due diligence, and with minimum practical interference with MTA's use of Union Station.

10.2 Utilities. Catellus shall provide a hook up to supply 200 Kva auxiliary power to the Exclusive Area for non traction power platform facilities from Catellus' 277/480V substation "C" located on the east side of the Train Yard. MTA shall install a metering device to determine the costs of this power for reimbursement of Catellus. Catellus shall cause to be supplied in the Common Area and Exclusive Area lighting, electrical, water and other utilities reasonably necessary for MTA to be able to operate the PLR, utilize the Easements and exercise its rights under this Agreement.

10.3 Security. Catellus shall provide security or shall cause security to be provided for the Common Area. Security in the Exclusive Area shall be the responsibility of the MTA. MTA, at its sole cost and expense, may, but shall have no obligation to, provide additional security upon PLR trains. Catellus and MTA agree, to the extent reasonable, to maximize the coordination, communication and cooperation between their security personnel, and through the Joint Management Committee shall request other Station Users to coordinate, communicate and cooperate in addition.

11. Liens.

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

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

12. Arbitration; Attorneys' Fees.

12.1 Arbitration. The parties shall negotiate in good faith to attempt to resolve any disputes under this Agreement. Except as otherwise provided in Section 17.3, if such negotiations fail the parties shall arbitrate any disputes. Any dispute hereunder (unless otherwise governed by the dispute resolution mechanisms in the Incorporated Sections) shall be submitted to a three-person arbitration panel composed of one person selected by each party and a neutral arbitrator chosen by agreement of the party-selected arbitrators. The party initiating the arbitration shall notify the other party of its arbitrator. The other party shall have 30 calendar days after receipt of such notice in which to select its arbitrator. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. If any party fails to select an arbitrator within the applicable time period, the other arbitrator(s) shall be empowered to render any award. Arbitration proceedings hereunder shall be conducted in accordance with California Code of Civil Procedure Sections 1280 et seq. (including the discovery provisions of California Code of Civil Procedure 1283.05), and all arbitration awards shall be final and binding upon the parties to the extent provided therein.

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

13. Insurance.

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

13.1.1 General Liability Insurance. A policy of general liability insurance (occurrence form, if available at commercially reasonable rates) having a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence, providing

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

13.1.2 Automobile Liability Insurance. MTA shall require all contractors and bus operators to obtain comprehensive automobile liability insurance having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and insuring MTA and Catellus against liability for claims arising out of ownership, maintenance or use of any owned, hired or non-owned automobiles;

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

13.1.4 Property Insurance. A policy or policies of fire and extended coverage insurance covering PLR's Common Area Equipment and PLR's Exclusive Area Equipment in commercially reasonable amounts. Each policy obtained by MTA shall be an "all risk" policy of insurance or equivalent insuring against all risks, including loss or damage by fire, windstorm, earthquake (unless waived by Catellus or not available at commercially reasonable rates), smoke damage and sprinkler leakage.

13.1.5 Additional Coverage for Construction License and Right of Entry. During the term of the Construction License and Right of Entry, and for any activity or occurrences pursuant thereto even if outside such term, MTA shall provide the following additional insurance:

(i) Builders' Risk. MTA shall provide "all risk" (including earthquake and flood) Builder's Risk coverage in an amount of not less than Twenty Million Dollars (\$20,000,000) per occurrence for earthquake and flood and Fifty Million Dollars (\$50,000,000) per occurrence for all other perils.

(ii) Railroad Protective Liability Policy. In the event that the exclusion referenced in Section 13.1.1(a) above is not deleted, MTA shall provide "green form" coverage of Two Million Dollars (\$2,000,000) per occurrence. Such policy shall be issued in favor of Catellus; the National Railroad Passenger Corporation and Metrolink.

13.2 General Provisions Regarding MTA Insurance.

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

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

13.2.3 Additional Insured. Catellus and its Mortgagees shall be named as additional insureds under all of the policies required by Section 13.1.1 (Commercial General Liability Insurance), Section 13.1.2 (Automobile Liability Insurance), and Section 13.1.5 (Additional Insurance). The policies required under Sections 13.1.1, 13.1.2 and 13.1.5 shall provide for severability of interest.

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

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

13.3 Self-Insurance. Notwithstanding anything in this Section 13 to the contrary, provided that MTA can demonstrate to the reasonable satisfaction of Catellus that MTA has a funded reserve for losses not covered by insurance of at least Ten Million Dollars (\$10,000,000) by provision of the following documentation or such other information as Catellus may reasonably request, MTA may self-insure with respect to the insurance requirements in Section 13.1. If MTA desires to self-insure with respect to all or a part of the above-required insurance, it shall submit the following to Catellus:

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

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

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

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

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

MTA shall update the funded reserve information provided to Catellus on an annual basis. MTA shall notify Catellus of any change in its program of self-insurance within ten (10) business days following such change. Whenever Catellus reasonably determines that the funded reserve of MTA has fallen below Ten Million Dollars (\$10,000,000) or that the program of self-insurance, as revised, fails to meet industry standards for such insurance, Catellus may, in its sole discretion, require that MTA immediately obtain and file certificates of insurance as described above and may restrict MTA entry onto Union Station until such time as the required certificates have been delivered to Catellus.

13.4 Required Catellus Coverage. Catellus shall obtain and keep in full force and effect at all times during the term of this Agreement the following insurance:

13.4.1 General Liability Insurance. A policy of commercial general liability insurance (occurrence form, if available at commercially reasonable rates) having a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence, providing coverage for, among other things, blanket contractual liability, premises, products/completed operations and personal and advertising injury coverage, with deletion of (a) the exclusion for operations within fifty (50) feet of a railroad track (railroad protective liability), if applicable, and (b) the exclusion for explosion, collapse or underground hazard, if applicable; provided, however, that if any portion of the \$10,000,000 coverage is in the form of a "claims-made" rather than an "occurrence" policy, "tail" coverage must be purchased with limits equal to the claims-made policy for one additional year.

13.4.2 Property Insurance. A policy or policies of fire and extended coverage insurance covering the Interior Common Area in commercially reasonable amounts. Each policy obtained by Catellus shall be an "all-risk" policy of insurance or equivalent

insuring against all risks, including loss or damage by fire, windstorm, earthquake (unless waived by MTA or not available at commercially reasonable rates), smoke damage and sprinkler leakage.

13.5 General Provisions Regarding Catellus Insurance.

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

13.5.2 Excess Coverage. Any umbrella liability policy or excess liability policy must satisfy the terms of Section 13.4 above and will provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance, if available at commercially reasonable rates.

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

14. Liability.

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

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

14.3 Joint Conduct. In the event of any loss, cost, damage, expense or liability relating to injuries to or death of any person or persons or loss, damage or destruction to any property which results from the negligence or intentional misconduct of both MTA, its employees, agents, contractors, servants, vendors or suppliers, on the one hand, and Catellus, its employees, agents, contractors, servants, vendors or suppliers, on the other hand, each party shall bear such loss, cost, damage, expense or liability in accordance with its relative degree of fault. MTA shall, at its expense, defend with counsel reasonably satisfactory to Catellus and its insurer, any such claim brought against Catellus, MTA and/or any of their respective employees, agents, contractors, servants, vendors or suppliers, arising

out of an incident in MTA's Transit Services or MTA's other operations at Union Station. Catellus shall, at its expense, defend with counsel reasonably satisfactory to MTA and its insurer, any such claim brought against Catellus, MTA and/or any of their respective employees, agents, contractors, servants, vendors or suppliers, arising out of an incident in the Common Area or Train Yard (other than an incident in the Common Area or Exclusive Area arising out of MTA's Transit Services or MTA's other operations at Union Station).

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

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

14.6 Notice and Defense. Except as otherwise provided in Section 14.3, in case suit shall at any time be brought against either MTA or Catellus asserting a liability against which the other agrees to indemnify and save harmless the party sued, the indemnifying party shall, at its own cost and expense and without any cost or expense whatever to the party sued, defend such suit and indemnify and save harmless the party sued against all costs and expenses thereof and promptly pay or cause to be paid any final judgment recovered against the party sued; provided, however, that the party sued shall promptly upon the bringing of any such suit against it give notice to the indemnifying party and thereafter provide all such information as may from time to time be requested. Each party shall furnish to the other all such information relating to claims made for injuries, deaths, losses, damage or destruction of the type covered by this Section 14 as such other party may from time to time reasonably request.

15. Hazardous Materials; Environmental Compliance.

15.1 Compliance. Neither party shall cause or permit any Hazardous Materials to be brought upon, generated, stored, handled or disposed of in, on or about any portion of Union Station in violation of any applicable federal, state or local laws, regulations or

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ordinances, provided that the foregoing shall not prohibit any party from bringing onto, storing, handling and using at Union Station such Hazardous Materials as are necessary in connection with such party's business so long as (i) such Hazardous Materials are stored, handled and used only in such quantities as are reasonably necessary for such party's business, (ii) such Hazardous Materials are stored, handled and used in accordance with all applicable federal, state and local laws, regulations and ordinances, as well as any manufacturer's instructions for such storage, handling and use, and otherwise in a prudent manner, and (iii) any of such Hazardous Materials that are not used in such party's business are disposed of properly in accordance with all applicable federal, state and local laws, regulations and ordinances, as well as any manufacturer's instructions for such disposal, and otherwise in a prudent manner, at a location other than Union Station.

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

15.3 Remediation. If the presence of any Hazardous Material in, on or about Union Station brought onto, stored, handled or used, or caused to be brought onto, stored, handled or used, by either Catellus or MTA results in any release, spill or discharge on Union Station, such responsible party shall (i) promptly take all actions at its sole expense as are necessary to remediate Union Station to the satisfaction of the governmental agency or agencies having jurisdiction thereof and (ii) shall indemnify the other party in accordance with Section 14. Any actions taken by MTA under the preceding sentence shall be taken only after obtaining the prior approval of Catellus, which approval shall not be unreasonably withheld or delayed so long as such action would not potentially have any material adverse long-term or short-term effect upon Union Station.

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

16. Duration and Termination of Easements.

16.1 Duration. Except as otherwise provided in this Agreement, the Easements granted under this Agreement shall be permanent.

16.2 Termination.

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

- (a) In accordance with the terms and conditions of Section 17.4.1; or
- (b) In the event an Abandonment has occurred, provided that no Abandonment shall be deemed to have occurred unless Catellus has given MTA written notice, at least one year before an Abandonment will occur, to the effect that Catellus believes an Abandonment may occur.

16.2.2 This Agreement may be terminated by MTA upon not less than one year's prior written notice to Catellus, in the event that MTA has firm plans and proper authority to discontinue the PLR operation in Los Angeles, California or to conduct such operation into or through another passenger facility in Los Angeles, California. In the event that this Agreement is so terminated, MTA shall restore Union Station in accordance with, and to the extent required by, Section 8.2.

17. Defaults and Remedies.

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

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

17.1.2 The failure by MTA to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by MTA, other than as described in Section 17.1.1 above, as and when due, where such failure shall have continued for a period of 30 days after MTA's receipt of written notice thereof from Catellus, and where the damages from such failure to Catellus can be quantified in monetary terms; or

17.1.3 The failure by MTA to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by MTA, other than as described in Section 17.1.1 or 17.1.2 above, as and when due, where such

failure shall have continued for a period of 30 days after MTA's receipt of written notice thereof from Catellus, and where the nature of the remedy for such failure elected by Catellus is non-monetary; provided, however, that if the nature of MTA's default is such that more than 30 days are reasonably required for its cure, then MTA shall not be deemed to be in default if MTA commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

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

17.3 Disputes. In the event of any dispute between the parties with respect to an alleged default or an alleged Event of Default, the parties shall submit their dispute to arbitration in accordance with the provisions of Section 12.1; provided, however, that if either party seeks equitable relief, including without limitation termination of this Agreement, such party shall seek such relief from a court of competent jurisdiction, without resort to arbitration. The arbitration award shall be enforceable as provided in the California Code of Civil Procedure.

17.4 Remedies.

17.4.1 Upon the occurrence of an Event of Default, the non-defaulting party shall have all available remedies at law or in equity, including but not limited to the right of termination.

17.4.2 In the case of an Event of Default on the part of MTA under Section 17.1.1 or 17.1.2, termination of this Agreement shall not be available to Catellus in the event that MTA shall timely place in escrow the sum contested or an amount reasonably requested by Catellus as sufficient to cover the damages proximately resulting from such Event of Default. Such amount shall be placed in escrow no less than 15 business days after the Event of Default or 30 days after written notice of the amount to be put in escrow, whichever is later. Such amount shall remain in an interest bearing account pending resolution of any dispute. MTA shall not be required to place in escrow an amount to cover consequential damages, including but not limited to lost profits, expectation or opportunity costs, but Catellus shall not be precluded from seeking such damages in such dispute.

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

unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party.

18. Assignment, Subletting and Encumbering.

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

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

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

19. Subordination, Attornment and Non-Disturbance.

19.1 Subordination and Non-Disturbance. This Agreement, at Catellus' option, shall be subordinate to any mortgage, deed of trust or any other hypothecation or security now or hereafter placed upon Union Station or any portion thereof, and to any and all

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

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

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

20. Casualty.

20.1 Repair Obligations. In the event that any building or other improvement located at Union Station is damaged or destroyed by fire or other cause, (i) subject to the other terms and provisions of this Section 20.1, Catellus, to the extent of all available insurance proceeds, promptly shall repair, restore or reconstruct the damaged improvements, other than damaged PLR Common Area Equipment and PLR Exclusive Area Equipment, unless MTA agrees otherwise, and (ii) MTA, to the extent of all available insurance proceeds, promptly shall repair, restore or reconstruct damaged PLR Common Area Equipment and PLR Exclusive Area Equipment, unless Catellus agrees otherwise. During such repair, restoration or reconstruction, Catellus shall, to the maximum extent possible, provide alternative access sufficient for MTA's Permittees to have access to the Transit Services. If despite Catellus' efforts MTA suffers an Impairment, the PLR/Metrolink Share of Common Area Expenses shall be abated for the period of such Impairment to the extent of such Impairment. In the event of any such damage or destruction which is not covered by

insurance or the cost of which exceeds the available insurance proceeds, or in the event Catellus' Mortgagees are not obligated, by the terms of any applicable mortgages or deeds of trust or by any provision of California law, to release insurance proceeds, Catellus shall have no obligation to repair, restore or reconstruct such improvements unless MTA and/or the other Station Users agree in writing to pay the entire amount of the uninsured portion of the cost of repair, restoration or reconstruction and deposit the full amount thereof in an interest bearing account for the use of Catellus in making the required repair, restoration or reconstruction, in which event Catellus shall have the obligation so to repair, restore or reconstruct.

20.2 No Effect upon Easements. Destruction of all or any portion of any building, structure or improvement which is subject to any easement or right of MTA or any of MTA's Permittees hereunder shall not terminate or destroy such easements or rights, but such easements and rights shall remain and apply to any new, rebuilt, repaired or reconstructed building, structure or improvement built within the portion of Union Station subject to such easements and rights. Any relocation of easements shall be pursuant to Section 3.4 and Section 3.5 of this Agreement.

21. Condemnation.

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

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

22. Filming.

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

23. Labor Agreements.

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

24. Estoppel Certificates.

At any time during the term of this Agreement, upon not less than 10 days prior written notice from either party, the other party shall execute, acknowledge and deliver to the requesting party a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), (ii) acknowledging that there are not, to the responding party's knowledge, any uncured defaults hereunder on the part of the requesting party, or specifying such defaults if any are claimed, and (iii) providing such other information as may reasonably be requested in the written notice of the requesting party. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of Union Station or any portion thereof.

25. Force Majeure: Unavoidable Delays.

In the event that the performance of any act required by this Agreement to be performed by either Catellus or MTA is prevented or delayed by reason of an act of God, strike, riot, civil unrest, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, inclement weather or any other cause, except financial

inability, not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this Section 25 shall excuse the prompt payment of money by MTA as required by this Agreement or the performance of any act rendered difficult solely because of the financial condition of the party, Catellus or MTA, required to perform the act.

26. Authority: Quiet Enjoyment.

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

27. Notices.

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

To Catellus:

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

Tom Payne
Attention: Vice President, Development

With a copy to:

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

Attention: Assistant General Counsel

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Latham & Watkins
633 West Fifth Street, Suite 4000
Los Angeles, California 90071

Attention: Lucinda Starrett, Esq.

To MTA:

Los Angeles County Metropolitan Transportation Authority
818 West Seventh Street
Los Angeles, California 90017

Attention: Director of Real Estate

With a copy to:

Rail Construction Corporation
403 West Eighth Street, Suite 500
Los Angeles, California 90014-3096

Attention: Blue Line/Pasadena Light Rail Manager

Los Angeles County Metropolitan Transportation Authority
818 West Seventh Street
Los Angeles, California 90017

Attention: General Counsel

And to:

Brand Farrar Dziubla Freilich & Kolstad
515 South Flower Street, Suite 3500
Los Angeles, California 90071-2201

Attention: Amy E. Freilich, Esq.

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

28. General Provisions.

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

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

28.3 Recording of Agreement. The parties contemplate that this Agreement shall be recorded by MTA and MTA shall pay any applicable recording fees.

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

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

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

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

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

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

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

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

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

28.13 Construction of Easements. This Agreement and all Easements and covenants created hereunder shall run with the land and shall benefit and be binding upon Catellus and its successors and assigns. All Easements, covenants and rights created by or pursuant to this Agreement shall be easements in gross and shall run in favor of and benefit MTA and its permitted successors and assigns hereunder. The Easements are agreed by the parties to be specifically assignable by MTA and MTA's successors and assigns pursuant to, and in compliance with, Section 18 of this Agreement.

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

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: Theodore L. Tanner

Theodore L. Tanner
Vice President, Development

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

By: Franklin E. White
L. A. Kimbrell

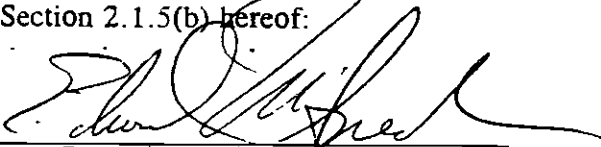
for Franklin E. White
Chief Executive Officer

Approved as to Form By

THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

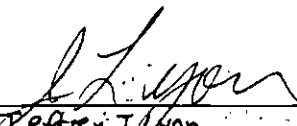
By: Jeffrey J. Lyon
Jeffrey J. Lyon
Assistant General Counsel

RAIL CONSTRUCTION CORPORATION (agreement only as to Section 2.1.5(b) hereof:

By: 
Name: President Edward McSpedon
Title: President

Approved as to Form for

RAIL CONSTRUCTION CORPORATION

By: 
Name: Jeffrey J. Lyon
Title: Assistant General Counsel

TITLE VESTED IN : CATELLUS CORPORATION		The data shown on this map and/or plat is compiled from public sources & is subject to field verification. Bearings and distances are based on California Coordinate System Zone 18 coordinates obtained from the Angeles City Survey Division.	
DESCRIPTION : PORTIONS OF TR. 10151, M.B. 157-45/47, BAKER TR. M.R. 60-II, BAUCHET TR. M.R. 37-29/30 & CITY LANDS OF LA., M.R. 2-504/504			
TITLE REPORT : PENDING			
BENCH MARK :			
ASSESSORS REF. : 5409-023-6.15.16	R.O.W. REFERENCE : R-RWOI 2,3,PA-010	NO.	DATE
		REVISION DESCRIPTION	

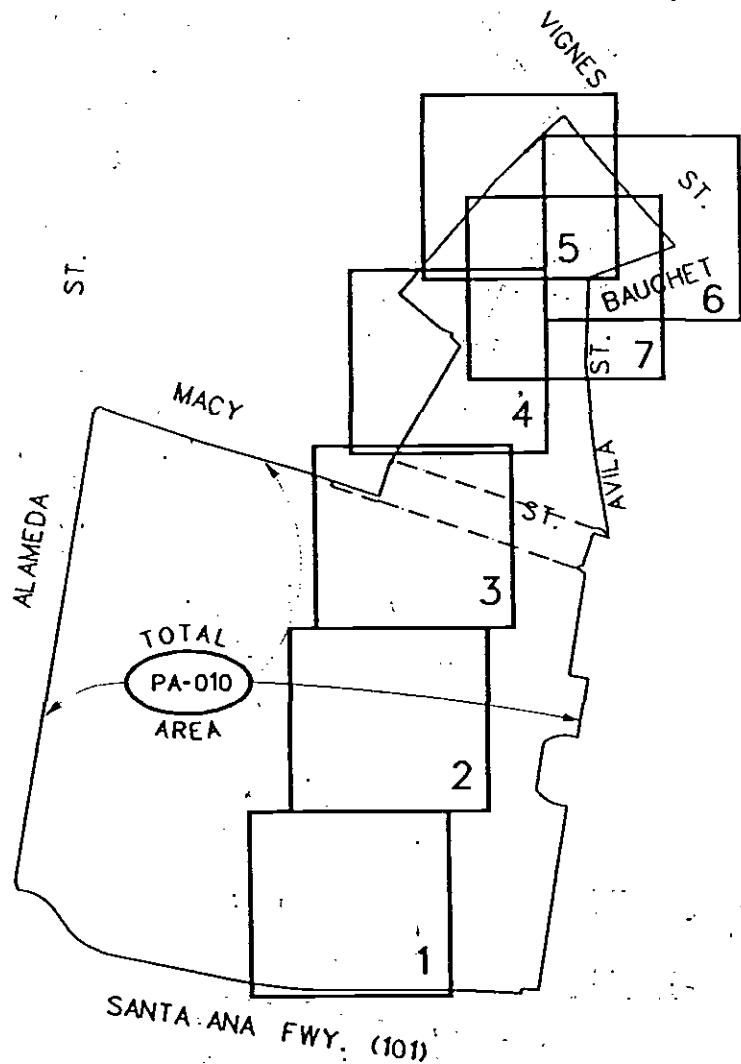


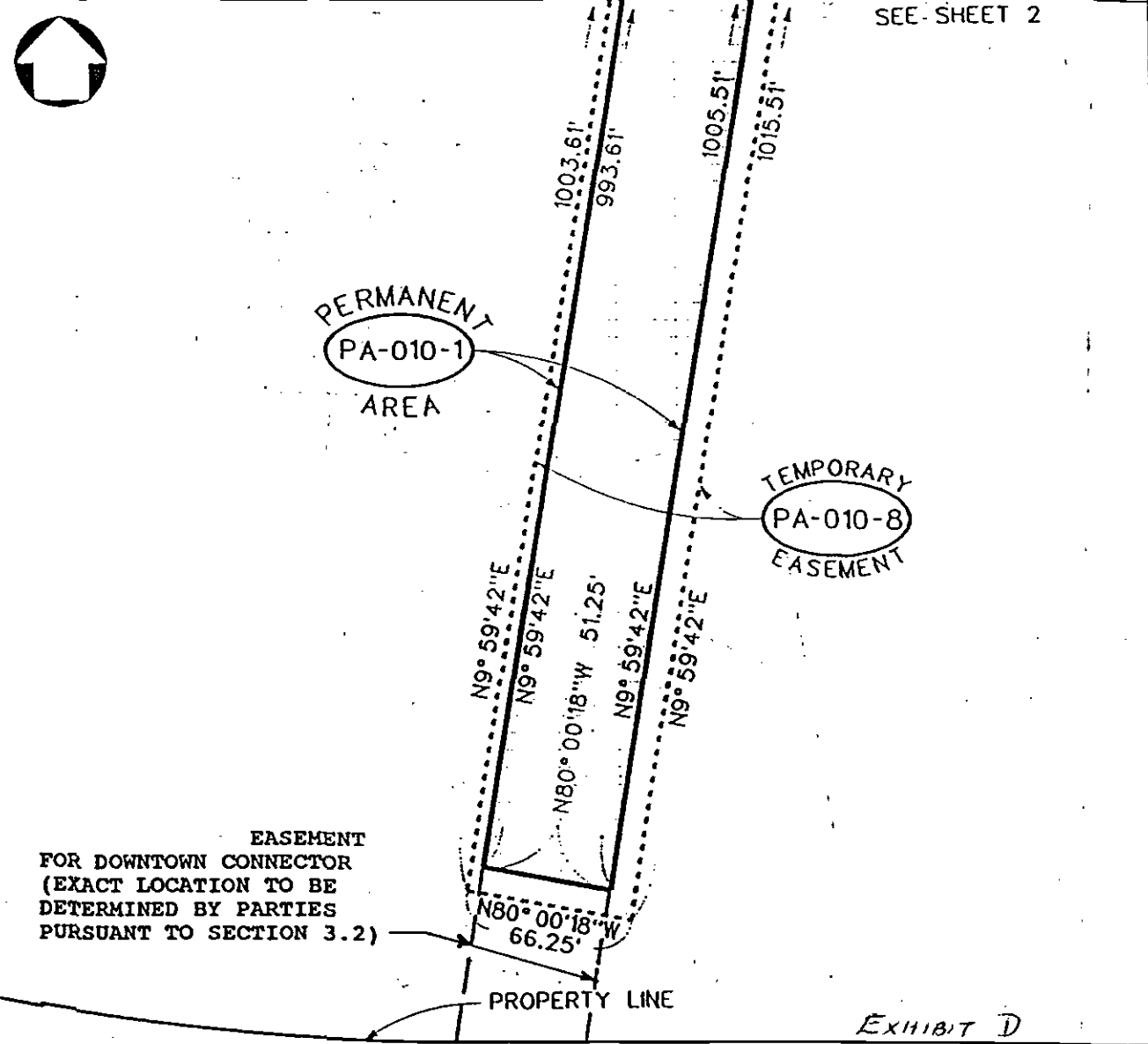
EXHIBIT D

AREA	TOTAL	PERMANENT AREA	TEMPORARY EASEMENT
SQUARE FEET	1674572	89867	62042

Rail Construction Corporation METRO PASADENA LINE		PARCEL PLAT PA-010 INDEX SHEET	CONTRACT NO./DESIGN UNIT C6490
ENGINEERING MANAGEMENT CONSULTANT <small>Professional Engineer - State of California License No. 10000 License Expires 12/31/94</small>			SCALE 1"=400'
APPROVED BY: PROJECT MANAGER		DATE 10/8/93	DRAWN BY: C. SY
SUBMITTED BY: DATE 11/14/94		CHECKED BY: G. COX	REV. NO. 1

Ex D

TITLE VESTED IN : CATELLUS CORPORATION		The data shown on this map and/or plat is collected from public sources & is subject to field verification. Bearings and distances are based on California Coordinate System Zone VI coordinates obtained from Los Angeles City Survey Division.	
DESCRIPTION :		1	1/14/94 REVISED PA-010-1 & PA-010-8
TITLE REPORT :			
BENCH MARK :			
ASSESSORS REF.	R.O.W. REFERENCE	NO.	DATE
			REVISION DESCRIPTION

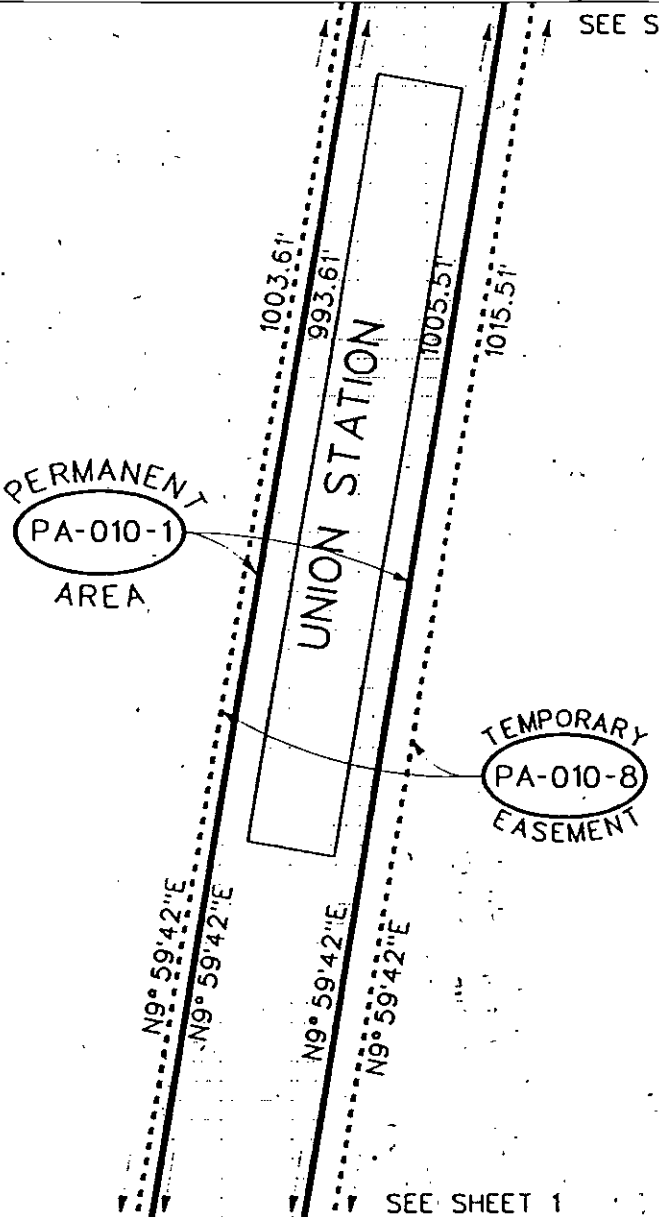


AREA	TOTAL	PERMANENT AREA	TEMPORARY EASEMENT
SQUARE FEET		89867	62042

Rail Construction Corporation METRO PASADENA LINE		PARCEL PLAT PA-010 SHEET 1 OF 7	CONTRACT NO./DESIGN NO. C6490
EDM ENGINEERING MANAGEMENT CONSULTANT <small>Edward D. Manning, Principal & Designer, Inc. 10000 Wilshire Blvd., Suite 1000 Beverly Hills, CA 90210 (310) 274-1111</small>			SCALE 1"=60'
APPROVED BY: _____ R.C.C. PROJECT MANAGER			DATE 10/8/93
SIGNED BY: G.S. 3427			DESIGNED BY C. SY
			CHECKED BY G. COX
			REV. DATE 1/14/94
			REV. NO. 1

1/14/94 10:45 AM 1/14/94 10:45 AM

TITLE VESTED IN : CATELLUS CORPORATION		The data shown on this map and/or plat is copied from public sources & is subject to field verification. Bearings and distances are based on California Coordinate System Zone VI coordinates obtained from Los Angeles City Survey Division.
DESCRIPTION :		
TITLE REPORT :		
BENCH MARK :		
ASSESSORS REF.	R.O.W. REFERENCE	
		1 1/4/94 REVISED PA-010-1 & PA-010-8 NO. DATE REVISION DESCRIPTION



AREA	TOTAL	PERMANENT AREA	TEMPORARY EASEMENT
SQUARE FEET		89867	62042

Rail Construction Corporation
METRO PASADENA LINE

ENGINEERING MANAGEMENT CONSULTANT
 EDWIN J. JONES
 Licensed Professional Engineer & Surveyor
 Civil - Survey, Electrical & Construction
 10000 Wilshire Blvd., Suite 1000
 Los Angeles, CA 90024
 (213) 746-1111

APPROVED BY: _____
 PROJECT MANAGER DATE

SUBMITTED BY: *[Signature]* S.S. 3-228

PARCEL PLAT

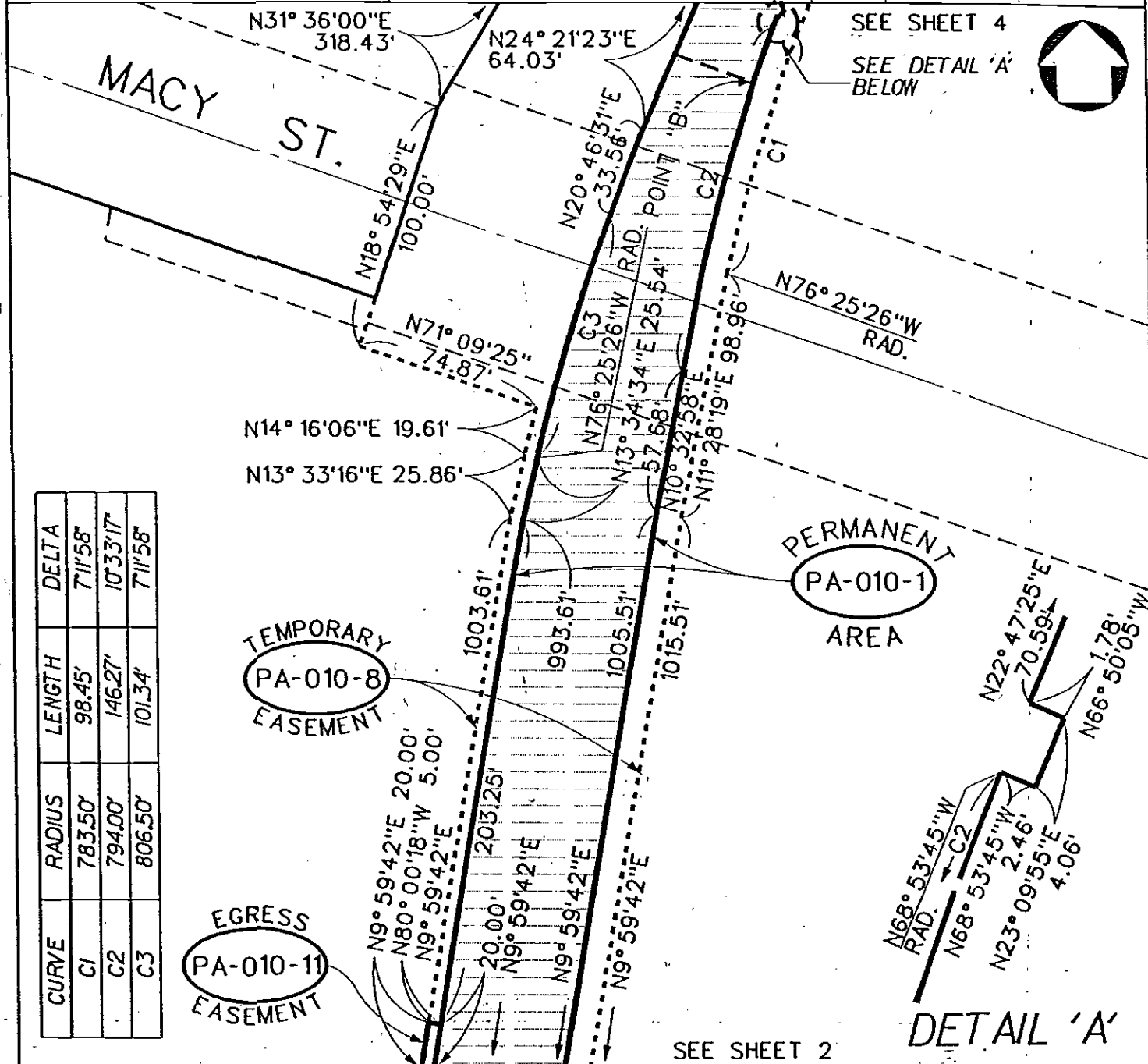
PA-010

SHEET 2 OF 7

CONTRACT NO./DESIGN UNIT	C6490
SCALE	1"=60'
DATE	10/8/93
DRAWN BY	C. SY
CHECKED BY	G. COX
REV. DATE	1/14/94
TRELL NO.	1

10/14/94 10:50 AM C:\PLOT\PA010-1.PLOT

TITLE VESTED IN.: CATELLUS CORPORATION		The data shown on this map and/or plat is compiled from public sources & is subject to field verification. Bearings and distances are based on California Coordinate System Zone VII coordinates obtained from Los Angeles City Survey Division.	
DESCRIPTION:		1	10/27/93 ADDED PA-010-11
TITLE REPORT:		2	1/14/94 REVISED PA-010-1 & PA-010-8
BENCH MARK:		3	2/8/94 REVISED PA-010-1
ASSESSORS REF.	R.O.W. REFERENCE	NO.	DATE
			REVISION DESCRIPTION



CURVE	RADIUS	LENGTH	DELTA
C1	783.50'	98.45'	7°11'58"
C2	794.00'	146.27'	10°33'17"
C3	806.50'	101.34'	7°11'58"

AREA	TOTAL	PERMANENT AREA	TEMPORARY EASEMENT	EGRESS EASEMENT	EXHIBIT D
SQUARE FEET		89867	62042	100	

Rail Construction Corporation
METRO PASADENA LINE

ENGINEERING MANAGEMENT CONSULTANT
an affiliate of
EDM/JM
Personnel: Richard L. Smith, P.E.,
David M. Johnson, P.E.,
C. Robert Engstrom, M.A.S.T.C.,
C. Robert Engstrom, M.A.S.T.C.,
James R. Engstrom, M.A.S.T.C.,
John S. Engstrom, M.A.S.T.C.,
The Edman Group, Inc.

APPROVED BY: _____

DATE: _____

RCC PROJECT MANAGER

DATE

LS 3428

PARCEL PLAT

PA-010

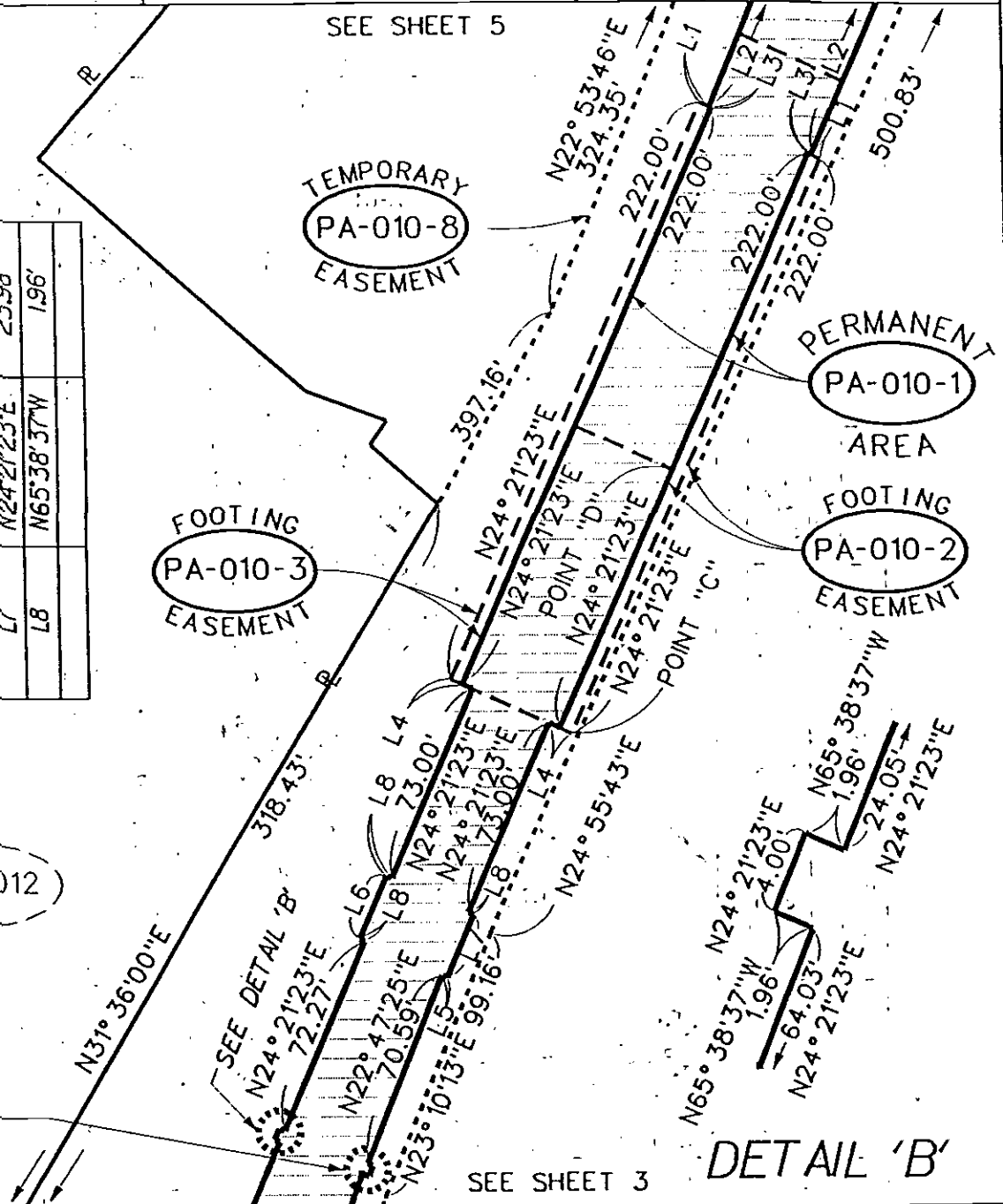
SHEET 3 OF 7

CONTRACT NO./DESIGN UNIT	
C6490	
SCALE	1"=60'
DATE	10/8/93
DRAWN BY	C. SY
CHECKED BY	G. COX
REV. DATE	2/8/94
REV. NO.	3

TITLE VESTED IN : CATELLUS CORPORATION		The data shown on this plat is from public sources.	
DESCRIPTION :		Bearings and distances are in feet and decimal fractions.	
TITLE REPORT :		Coordinate System : Los Angeles City Sur	
BENCH MARK :		1	11/14/94 REVISED PA-010-1 & PA-010-8
ASSESSORS REF. :		2	2/8/94 REVISED PA-010-1
R.O.W. REFERENCE :		NO.	DATE
		REVISION-DESCRIPTION	



LINE No.	DIRECTION	DISTANCE
L1	N65°38'37"W	3.50'
L2	N24°21'23"E	202.34'
L3	N65°38'37"W	1.00'
L4	N65°38'37"W	9.50'
L5	N66°50'05"W	1.78'
L6	N24°21'23"E	24.05'
L7	N24°21'23"E	23.98'
L8	N65°38'37"W	1.96'



AREA	TOTAL	PERMANENT AREA	TEMPORARY EASEMENT...	EXHIBIT D
SQUARE FEET		89867	62042	

Rail Construction Corporation
METRO PASADENA LINE

ENGINEERING MANAGEMENT CONSULTANT
a member of
EDMUN
Petersen Brinkhoff Quirk & Reagan, Inc.
David, Mann, Johnson & Mendenhall
G.S. Nelson Engineers & Architects
Cousins/Harling Architects
Julius G. Kelly Architects, Inc.
The Hillier Group, Inc.

APPROVED BY: _____
RCC PROJECT MANAGER DATE

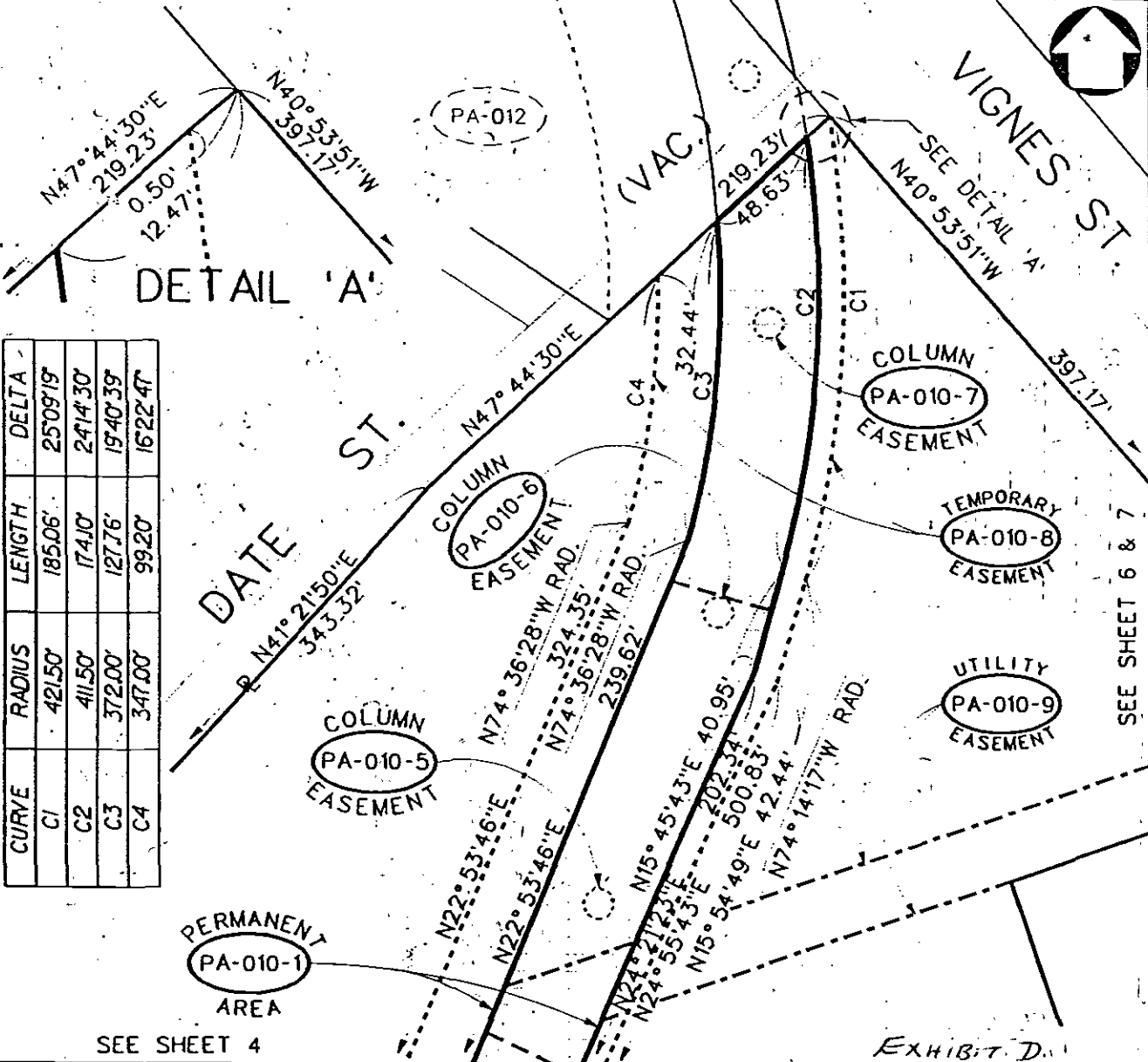
Submitted By: *J. Cooney* LVS. 3428

PARCEL PLAT
PA-010
SHEET 4 OF 7

CONTRACT NO./DESIGN UNIT		C6490	
SCALE		1"=60'	
DATE		10/8/93	
DRAWN BY		C. SY	
CHECKED BY		G. COX	
REV. DATE	REV. NO.	2/8/94	2

EXD

TITLE VESTED IN : CATELLUS CORPORATION	The data shown on this map and/or plat is compiled from public sources & is subject to field verification. Bearings and distances are based on California Coordinate System Zone VI coordinates obtained from Los Angeles City Survey Division.	
DESCRIPTION :	1	1/14/94 REVISED PA-010-1 & PA-010-8
TITLE REPORT :		
BENCH MARY :		
ASSESSORS REF. :	R.O.W. REFERENCE	NO. DATE REVISION DESCRIPTION



CURVE	RADIUS	LENGTH	DELTA
C1	421.50'	185.06'	25°09'19"
C2	411.50'	174.10'	24°14'30"
C3	372.00'	127.76'	19°40'39"
C4	347.00'	99.20'	16°22'47"

AREA	TOTAL	PERMANENT AREA	TEMPORARY EASEMENT	COLUMN EASEMENT	UTILITY EASEMENT
SQUARE FEET		89867	62042	113.0 COL	8551

Rail Construction Corporation
METRO PASADENA LINE

ENGINEERING MANAGEMENT CONSULTANT
EDM/JM
Submitted 8/11/94

APPROVED BY: [Signature]

FOR PROJECT HOLDER DATE

PARCEL PLAT

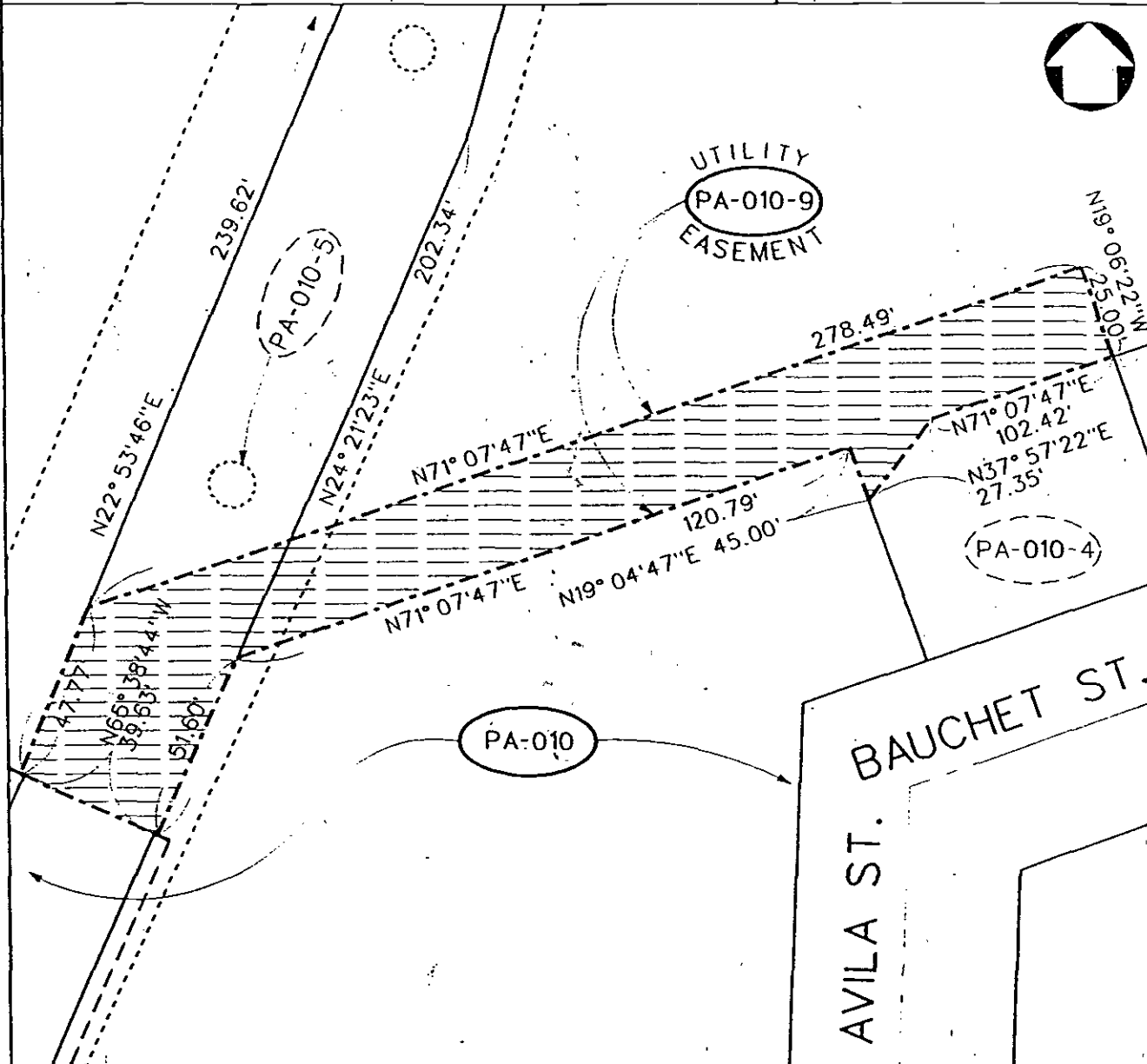
PA-010

SHEET 5 OF 7

CONTRACT NO./DESIGN NO.	C6490
SCALE	1"=60'
DATE	10/8/93
DRAWN BY	C. SY
CHECKED BY	G. COX
REV. DATE	1/14/94
REV. NO.	1

Ex D

TITLE VESTED IN : CATELLUS CORPORATION		The data shown on this map and/or plat is compiled from public sources & is subject to field verification. Bearings and distances are based on California Coordinate System, Zone 10 coordinates obtained from Los Angeles City Survey Division.	
DESCRIPTION :			
TITLE REPORT :			
BENCH MAP :		1 1/14/94 REV'D. PA-010-4 & PA-010-9	
ASSESSORS REF.	P.O.W. REFERENCE	NO.	DATE
			REVISION DESCRIPTION



AREA	TOTAL	PERMANENT AREA	UTILITY EASEMENTS	UTILITY EASEMENT	EXHIBIT D
SQUARE FEET		4268	3662	8723	

RM Rail Construction Corporation
METRO PASADENA LINE

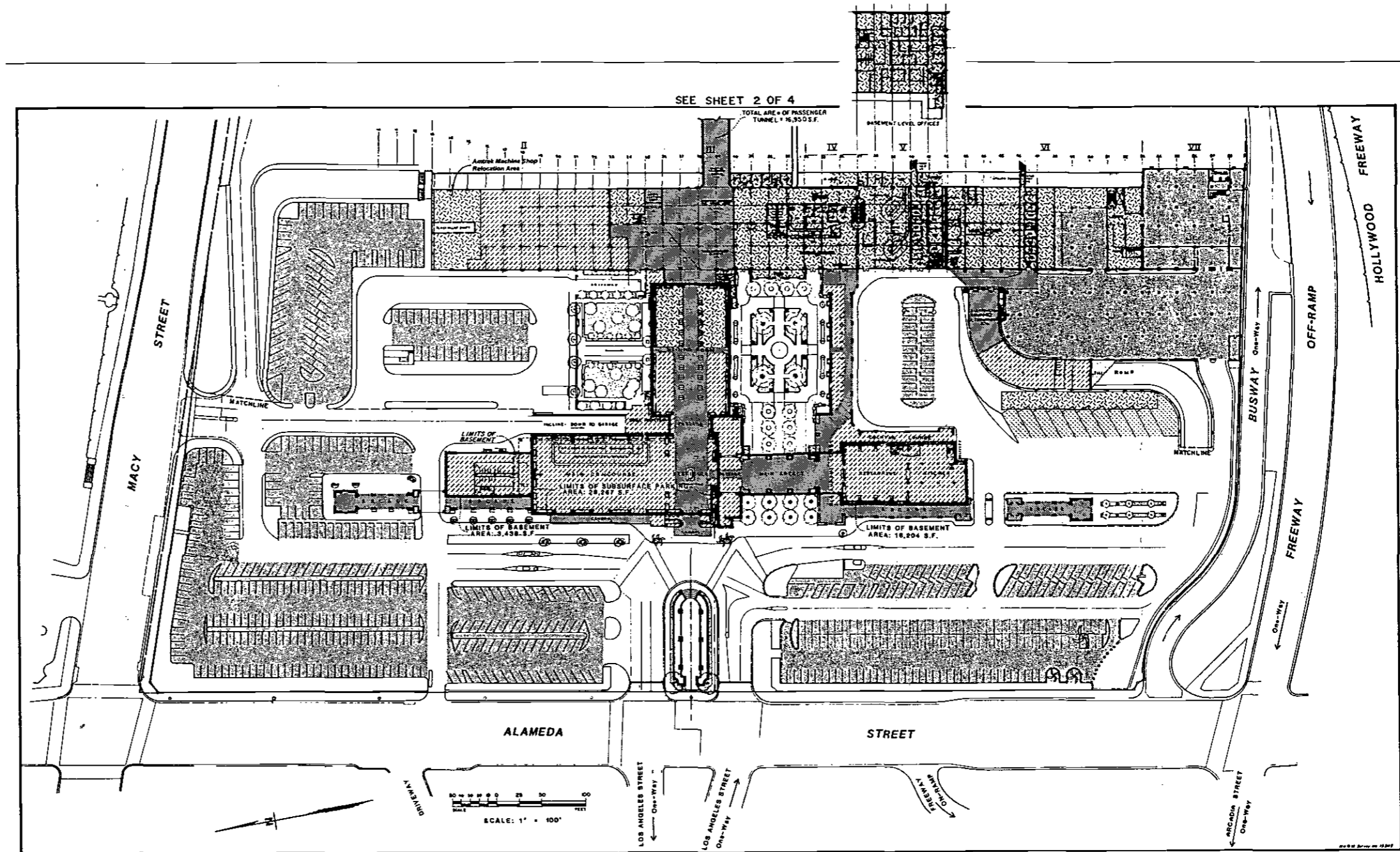
PARCEL PLAT
PA-010
SHEET 7 OF 7

CONTRACT NO./DESIGN UNIT	C6420
SCALE	1" = 40'
DATE	10/8/93
DESIGN BY	C. SY
CHECKED BY	G. COX
REV. DATE	1/14/94
REV. NO.	1

EDMUN ENGINEERING MANAGEMENT CONSULTANT
 APPROVED BY: _____
 PROJECT MANAGER DATE

RM APPROVED BY: _____
 PROJECT MANAGER DATE

DATE PLOTTED: 1/14/94



TABULATION OF AREAS						NOTES	DESIGNATES
TYPE	SHEET 1	SHEET 2	SHEET 3	SHEET 4	TOTAL		
[Symbol]	65,533 S.F.	19,056 S.F.	2,970 S.F.	0 S.F.	87,559 S.F.		EXCLUSIVE AMTRAK BUILDING
[Symbol]	0 S.F.	348,868 S.F.	267,180 S.F.	248,454 S.F.	865,500 S.F.		NON-EXCLUSIVE TRAIN YARD AREA
[Symbol]	61,468 S.F.*	3,239 S.F.	0 S.F.	0 S.F.	65,427 S.F.	* Includes Passenger Tunnel Area of 16,350 S.F.	COMMON BUILDING **
[Symbol]	60,335 S.F.	8,164 S.F.	0 S.F.	0 S.F.	68,499 S.F.		EXCLUSIVE CATELLUS BUILDING
[Symbol]	198,536 S.F.	278,034 S.F.	80,137 S.F.	22,694 S.F.	579,401 S.F.		EXCLUSIVE CATELLUS SITE/PARKING GARAGE
[Symbol]	289,708 S.F.	168,066 S.F.	47,702 S.F.*	0 S.F.	505,476 S.F.	* Excludes areas in streets.	COMMON SITE **
[Symbol]	6,144 S.F.	8,120 S.F.	0 S.F.	0 S.F.	14,264 S.F.		EXCLUSIVE AMTRAK SITE
[Symbol]	0 S.F.	26,110 S.F.	0 S.F.	0 S.F.	26,110 S.F.		TEMPORARY METROLINK (S.C.R.R.A.) BUS PLAZA
[Symbol]	0 S.F.	54,022 S.F.	44,564 S.F.	0 S.F.	98,586 S.F.		PASADENA LIGHT RAIL EXCLUSIVE EASEMENT

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

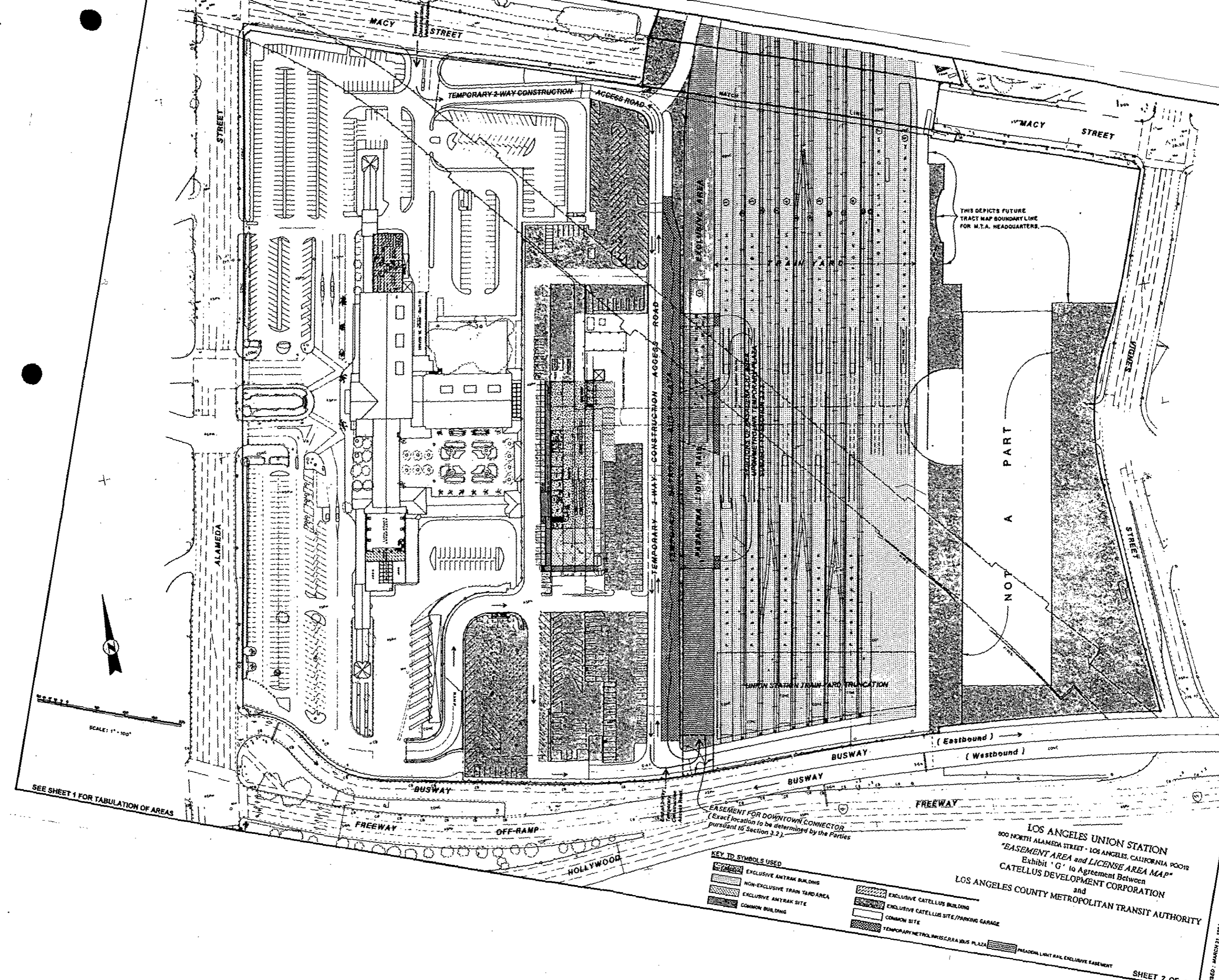
KEY TO SYMBOLS USED

[Symbol]	EXCLUSIVE AMTRAK BUILDING	[Symbol]	EXCLUSIVE CATELLUS BUILDING
[Symbol]	NON-EXCLUSIVE TRAIN YARD AREA	[Symbol]	EXCLUSIVE CATELLUS SITE/PARKING GARAGE
[Symbol]	EXCLUSIVE AMTRAK SITE	[Symbol]	COMMON SITE
[Symbol]	COMMON BUILDING	[Symbol]	LIMITS OF BASEMENT/SUBSURFACE PARKING
[Symbol]	TEMPORARY METROLINK (S.C.R.R.A.) BUS PLAZA		
[Symbol]	PASADENA LIGHT RAIL EXCLUSIVE EASEMENT		

NOTE: ** = PART OF COMMON AREA.

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

"EASEMENT AREA and LICENSE AREA MAP"
 Exhibit 'G' to Agreement Between
 CATELLUS DEVELOPMENT CORPORATION
 and
 LOS ANGELES COUNTY METROPOLITAN TRANSIT AUTHORITY



SEE SHEET 1 FOR TABULATION OF AREAS

SCALE: 1" = 100'

THIS DEPICTS FUTURE TRACT MAP BOUNDARY LINE FOR M.T.A. HEADQUARTERS.


NOT A PART

EASEMENT FOR DOWNTOWN CONNECTOR (Exact location to be determined by the Parties pursuant to Section 3.2.)

- KEY TO SYMBOLS USED
- EXCLUSIVE AMTRAK BUILDING
 - NON-EXCLUSIVE TRAIN YARD AREA
 - EXCLUSIVE AMTRAK SITE
 - COMMON BUILDING
 - EXCLUSIVE CATELLUS BUILDING
 - EXCLUSIVE CATELLUS SITE/PARKING GARAGE
 - COMMON SITE
 - TEMPORARY METROL MISCELLANEOUS PLAZA
 - PEADORA LIGHT RAIL EXCLUSIVE EASEMENT

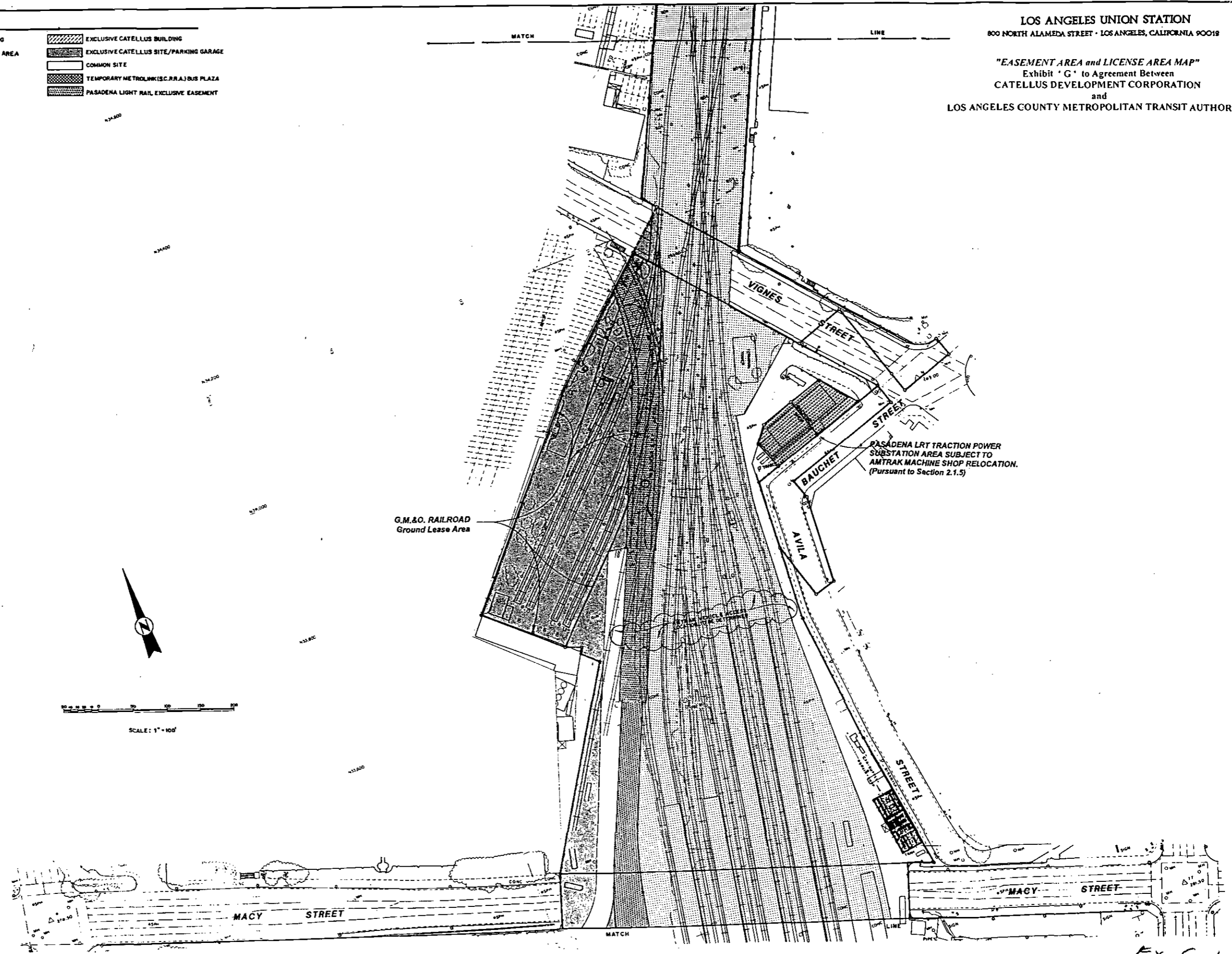
LOS ANGELES UNION STATION
 800 NORTH ALAMEDA STREET - LOS ANGELES, CALIFORNIA 90018
 "EASEMENT AREA and LICENSE AREA MAP"
 Exhibit "G" to Agreement Between
 CATELLUS DEVELOPMENT CORPORATION
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 LOS ANGELES COUNTY METROPOLITAN TRANSIT AUTHORITY

KEY TO SYMBOLS USED

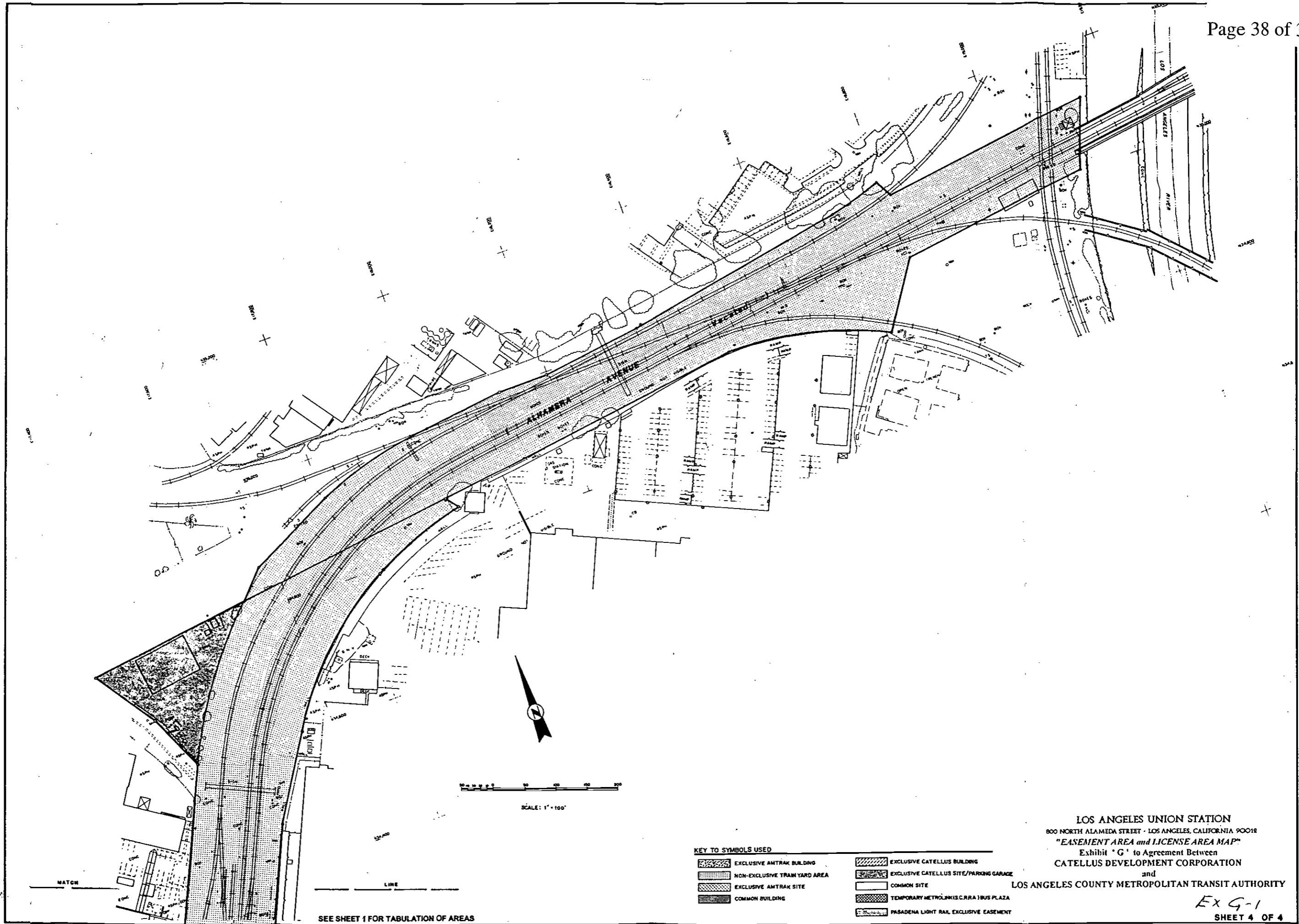
- | | | | |
|---|-------------------------------|---|--|
|  | EXCLUSIVE AMTRAK BUILDING |  | EXCLUSIVE CATELLUS BUILDING |
|  | NON-EXCLUSIVE TRAIN YARD AREA |  | EXCLUSIVE CATELLUS SITE/PARKING GARAGE |
|  | EXCLUSIVE AMTRAK SITE |  | COMMON SITE |
|  | COMMON BUILDING |  | TEMPORARY METROLINK (S.P.R.A.) BUS PLAZA |
| | |  | PASADENA LIGHT RAIL, EXCLUSIVE EASEMENT |

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EX G-1



LOS ANGELES UNION STATION
 800 NORTH ALAMEDA STREET - LOS ANGELES, CALIFORNIA 90018
 "EASEMENT AREA and LICENSE AREA MAP"
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 LOS ANGELES COUNTY METROPOLITAN TRANSIT AUTHORITY

Ex G-1
 SHEET 4 OF 4

REVISED: MARCH 21, 1984